

AGREEMENT

between

THE CHIEF EXECUTIVE OFFICER

of the

AVERILL PARK CENTRAL SCHOOL DISTRICT

and the

AVERILL PARK TEACHERS' ASSOCIATION

**September 1, 2007
through
August 31, 2011**

MUST BE REVISED
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 1st 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 services 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 negotiating 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 Stage 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 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 on forms mutually agreed upon by the President of the Association and the Superintendent.

- 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 his/her own behalf.
- 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. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly developed by the Chief Executive Officer and the Association. The Association shall then have the forms printed and distributed so as to facilitate operation of the grievance procedure.
- I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- J. 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.

- K. If any provision of this grievance procedure or any application thereof to any member or 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.
- L. The existence of the procedure hereby established shall not be deemed to require any member to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any member to pursue any other ethical procedure available.
- M. 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 good relationships that grievances be processed as rapidly as possible, 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 the 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 1st, 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 Stages 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 seven (7) 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 seven (7) 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 seven 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 seven (7) 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 member or the Association is not satisfied with the decision at Stage 3, he/she or 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 (10) 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 said 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 conclusions 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/ 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

- A. Members shall be issued keys 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 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 not 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 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 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 insure 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.

ARTICLE 6 **PROMOTION AND VACANCIES**

Section 1. Posting of Vacancies

- A. All vacancies that occur, including those regarded as promotional, shall be posted in every school building in the faculty room and sent to the Association President. It is understood that if the vacancy is within the APTA, terms and conditions of employment for the position will be negotiated.

- B. Vacancy notices shall be posted 24 hours prior to the general release of formal notice of such vacancies.

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.

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.

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 list 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 reason(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.

Section 3. Voluntary Transfer (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 Program (APPRP) 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, it may be reviewed at a meeting with the Superintendent of Schools, with the principal and/or supervisor present. If requested, a representative designated by the Association may accompany the member at such a 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 staff certified to evaluate others 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 15th 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 observation. 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 1st 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 4. 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 instructional improvement plan 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 BASIC TEXTBOOKS**

Section 1. Textbook Changes

Curriculum leaders and administrative liaisons will discuss any proposed textbook changes with a representative committee of the subject or grade level teachers involved before any changes are made. The Superintendent of Schools or designee's final decision will be based on the committee's findings.

ARTICLE 10
EDUCATIONAL DEVELOPMENT COMMITTEE AND GRANTS

Section 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 coordination of policies, studies, projects, and other activities directed toward the devising, testing and introduction of new programs, toward the evaluation of existing programs, and toward 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 **seven (7)** people of whom **three (3)** shall be designated by the Association, **three (3)** 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. Amounts are provided as follows:

2007-2008	\$15,000
2008-2009	\$16,000
2009-2010	\$17,000
2010-2011	\$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 times 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 the four 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 Administrator.
- 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 and 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, teachers 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 period.
- 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 Teachers 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 child care 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 child care 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 child care leave on the same terms as provided for biological parents, Article 13, Section 4A.

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 connection 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 representatives 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. Three 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 should 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.

ARTICLE 15 **SICK LEAVE**

Section 1. Amount of Sick Leave

Except for first year hires, members of the Averill Park Teachers' Association shall be entitled to twelve (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 thirteen (13) or fourteen (14) days of sick leave annually, respectively. Part-time members will be entitled to a prorated percentage of twelve (12) days sick leave each school year to be calculated based on their FTE and the portion of the school year employed.

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 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 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. The District will match each contribution. Maximum contributions to the pool will be limited to the equivalent of one (1) day per member in the negotiating 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 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 times 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.

- C. Members borrowing from the sick pool will pay back to the pool up to twenty (20) days at the rate of four (4) days per year. Repayment will be deducted at the beginning of the school year.

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 any other 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 = *\$50.00*

151 – 220 days = *\$60.00*

221 – 270 days = *\$70.00*

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. Payment will be made by July 15 of that year. The District will make direct contribution to a pre-approved 403B account.

- 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. Members leaving during the school year will receive credit for sick and personal leave accumulated for that year on a prorated basis. For the purpose of this article, Tier I Members, are exempt from the February 1 notification date and will receive the sick leave payout by June 30 of that year.
- D. For Members deciding 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 excepted) 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 5th of the school year prior to the year for which the leave is requested. Teachers will be informed of the action taken on their application no later than March 1st.

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) year's 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 of 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. Tax Sheltered Annuities
- 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 the Averill Park Non-Instructional Employees Association, 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.

Section 5. Agency Fee

- A. Unless paid otherwise, the District will deduct and transmit to the Association a service fee equal to the total dues paid by each member from all covered employees who have not authorized deduction of dues as provided in Section 2 above.
- B. The Association has established a refund procedure as required by Section 208(3)(b) of the Civil Service Law.

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 15th to make the teacher eligible for the full annual amount due. When such evidence is submitted between October 15th and March 15th, 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 and 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.
- 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 \$ 125.00

Section 3. Limitations on Hours

Teachers may be credited for graduate, undergraduate and in-service credits received under Article 18, Sections 1 and 2, for a total of twelve (12) credits per school year and for unlimited hours during summer break. Credits earned beyond

these limitations are not eligible for compensation except upon initial employment. Credit hours completed while on approved leaves of absence for study are not subject to the limitations above.

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.

Year	Compensation:
2008-2009	\$4749
2009-2010	\$4856
2010-2011	\$5006

This amount 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.

B. Elementary Schedule (K-5):

1. K – 5 teachers shall have a minimum of thirty (30) minutes uninterrupted planning time per day. Total weekly planning time will be no less than two hundred twenty five (225) minutes.
2. When another teacher is in charge of a class, the presence of the regular teacher is not mandatory.
3. K-5 teachers will be provided with a minimum-of three (3) half days for parent teacher conferencing during the report periods which require such conferences. K-5 teachers and administrators will mutually decide on 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.
4. Library media specialists/librarians will have five (5) teacher attendance days at the end of the school year to complete year-end responsibilities.

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 thirty (30) minutes uninterrupted planning time per day.
3. Middle school teachers will be provided a minimum of two (2) half-days for parent – teacher conferencing.

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 work day will begin ten (10) minutes before the start of the students' day. Effective September 1, 2000, the regular instructional day at the elementary level will not exceed six (6) hours and twenty-five (25) minutes. Effective September 1, 2001, the regular instructional day at the secondary level will 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 IEC.

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. 2007- forward

A shared cost group health insurance plan for the employee and eligible dependents will be Blue Shield of Northeastern New York HEALTH PLUS (POS), Blue Shield of Northeastern New York PREFERRED PROVIDER ORGANIZATION (PPO), or the Capital District Physicians' Health Plan (CDPHP) Avid Care 25.

A Co-pay reimbursement will be provided for CDPHP Avid Care 25 for the 2007-2008 school year only. This reimbursement will end on June 30, 2008.

References to Pre 1994 shall mean members who were hired on or before February 1, 1994. References to Post 1994 shall mean members who were hired after February 1, 1994.

Contribution levels for members of the APTA for all three insurance plans referenced above are as follows:

School Year	Pre 1994 Members	Post 1994 Members
2007-2008	6.5%	15%
2008-2009	6.5%	15%
2009-2010	8.0%	15%
2010-2011	10%	15%

B. All eligible members subscribing to district health insurance will receive at no additional cost a prescription drug plan equal to or better than the plan offered through Express Scripts in the 2007-2008 school year for the duration of this contract.

C. Any rate change during the year will be passed on to the subscriber at the time the change becomes effective.

D. A husband and wife working for the school district will be eligible for one (1) individual health plan each, or one (1) family plan only in cases where there are eligible dependents, at no cost to either employee.

E. 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 dollars (\$300.00) 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

Members, upon retirement, will pay the portion of their health insurance premium at the same amount 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 sixteen (16) years of service with the district. Retirees with less than sixteen (16) 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. (Eligibility for retirement and participation in either the New York State Employee's Retirement System or the New York State Teacher's Retirement System shall not apply to teachers or teaching assistants in service prior to September 1, 1989).

Section 4. Death Benefit

The District contribution to the New York State Teachers' Retirement System or New York State Employee's Retirement System provides, in part, a substantial death benefit. The death benefit provided is included in legislation passed by the New York State Legislature and may be modified in the future.

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. Regular Season

Level I Coaches will receive 15.34% of a Bachelor's Step 1 teacher's salary for years one through five and 15.34% of Bachelor's Step 2 for years six and beyond in that sport.

All other coaches will be paid in accordance with the chart on the following pages.

<u>Level</u>	<u>Sport</u>
Level 1 [100%]	Varsity Football*, Varsity Basketball, Varsity Wrestling
Level II [80% of Level I]	Varsity Football Assistant*, Head JV Football*, Head Modified Football*, Varsity Soccer*, Varsity Basketball Assistant, JV Basketball, Varsity Wrestling Assistant, JV Wrestling, Varsity Baseball, Varsity Track (Winter/Spring), Varsity Lacrosse, Varsity Cross Country, Varsity Softball, Varsity Volleyball*
Level III [70% or (70%) of Level I]	Freshman Basketball, (Varsity Tennis: pre-season and no pre-season)
Level IV [80% of Level II]	JV Soccer*, JV Football Assistant, Track Assistant, Varsity Cross Country Assistant, Varsity Soccer Assistant, JV Wrestling Assistant, JV Softball, JV Baseball, JV

Tennis (pre-season and no pre-season), Varsity Track Assistant, JV Lacrosse, Varsity Lacrosse Assistant, Head Modified Football (no August preseason), JV Volleyball, Varsity Golf

Level V JV Football Assistant*, Modified Football Assistant*,
[75% of Level II] JV Wrestling Assistant

Level VI Modified Basketball, Head Modified Wrestling,
[75% of Level II] Freshman Soccer*, Freshman Baseball,
 Freshman Softball, Freshman Volleyball*, JV Golf

Level VII Varsity Basketball Cheerleaders, Varsity Bowling
[55% of Level I]

Level VIII Modified Soccer, Modified Cross Country, Modified
[65% of Level II] Baseball, Modified Softball, Modified Lacrosse, JV Basketball
 Cheerleaders

Level IX Modified Football Assistant (no August preseason)
[80% of Level IV]

Level X Varsity Bowling Assistant
[80% of Level VII]

Level XI Varsity Football Cheerleaders*
[30% of Level I]

Level XII JV Football Cheerleaders*
[80% of Level XI]

* Denotes August preseason: Coaches are expected to start practice on dates established by the section or the league unless mutually agreed upon by the coach and the athletic director.

2007-2008		
Coaches Salary Schedule		
Level	1-5 Years	6+ Years
I	\$5,753	\$5,901
II	\$4,602	\$4,721
III	\$4,027	\$4,131
IV	\$3,682	\$3,777
V	\$3,452	\$3,541
VI	\$3,452	\$3,541
VII	\$3,164	\$3,246
VIII	\$2,991	\$3,069

2008-2009		
Coaches Salary Schedule		
Level	1-5 Years	6+ Years
I	\$5,906	\$6,057
II	\$4,725	\$4,846
III	\$4,134	\$4,240
IV	\$3,780	\$3,877
V	\$3,544	\$3,635
VI	\$3,544	\$3,635
VII	\$3,248	\$3,331
VIII	\$3,071	\$3,150

2009-2010		
Coaches Salary Schedule		
Level	1-5 Years	6+ Years
I	\$6,039	\$6,193
II	\$4,831	\$4,954
III	\$4,227	\$4,335
IV	\$3,865	\$3,963
V	\$3,623	\$3,716
VI	\$3,623	\$3,716
VII	\$3,321	\$3,406
VIII	\$3,140	\$3,220
IX	\$3,092	\$3,170
X	\$2,657	\$2,725
XI	\$1,812	\$1,858
XII	\$1,450	\$1,486

2010-2011		
Coaches Salary schedule		
Level	1-5 Years	6+ Years
I	\$6,205	\$6,364
II	\$4,964	\$5,091
III	\$4,344	\$4,455
IV	\$3,971	\$4,073
V	\$3,723	\$3,818
VI	\$3,723	\$3,818
VII	\$3,413	\$3,500
VIII	\$3,227	\$3,309
IX	\$3,177	\$3,258
X	\$2,730	\$2,800
XI	\$1,862	\$1,909
XII	\$1,490	\$1,527

2. Post Season

- a. The district will pay a maximum of two (2) weeks for post season play if the team/individual qualifies by earning an invitation to post season play and joint determination by the athletic director and the administration.
- b. Post season is defined as follows: For each sport there is a season/league commitment. Any game(s) beyond this commitment are considered post season (post season league championships, sectionals, intersections, state and national meets).
- c. If post season extends beyond two weeks, coaches agree to continue without further compensation.
- d. Coaches will be compensated for post seasons responsibilities according to the following formula: [number of weeks (or fraction thereof) of post season] divided by [number of weeks (or fraction thereof) of the season/league commitment] multiplied by the coach's salary amount of post season pay.

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 others enhance the education of our students.

An ECC/A review committee chaired by the Superintendent or designee consisting of a total of 5 members (2 selected by APTA and 2 selected by the Superintendent and Superintendent or designee as chair) will be established annually.

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 outlined 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

- 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 to the superintendent and The Board of Education to begin the club/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 1st each year. If the advisor fails to submit by May 1st 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 15th. The ECC/A review committee will make its determination for continuance/discontinuance. Initial applications may also be reviewed during this time period.

2007-2008

Extra curricular activity stipends for 2007-2008 will be paid at the rates established in the prior contract (September 1, 2003 through August 31, 2007) Article 21, Section1 (pages 44-45).

2008-2009

Extra curricular activities have been established at the following five (5) levels for purposes of compensation in 2008-2009 as follows:

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

Level 3

AMS Bookstore
 Key Club
 WAPH
 NHS
 World of DIF
 GSA
 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

Level 5

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

Advisor's Salary Schedule			
Position	2008-2009	2009-2010	2010-2011
High School Year Book	\$4,400	\$4,500	\$4,600
Drama Productions			
- Director	\$2,600	\$2,700	\$2,800
- Assistant Director	\$600	\$650	\$700
- Set Design	\$400	\$450	\$500
LEVELS			
Level 1	\$1,500	\$1,550	\$1,600
Level 2	\$950	\$1,000	\$1,050
Level 3	\$800	\$850	\$900
Level 4	\$500	\$550	\$600
Level 5	\$200	\$225	\$250

Section 2. Chaperone Compensation

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

	2007-08	2008-09	2009-10	2010-11
Chaperones Home	\$55.00	\$59.00	\$61.00	\$63.00
Chaperones Away	\$70.00	\$74.00	\$76.00	\$78.00
Head Chaperone	\$78.00	\$82.00	\$84.00	\$86.00

- 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 3. Intramural Compensation

The District will compensate those directing district approved intramural programs and those supervising district approved after-school athletic study halls at the following hourly rates:

2007-08	\$19.00
2008-09	\$21.00
2009-10	\$22.00
2010-11	\$23.00

Section 4. Assigned Supervision

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

Section 5. 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 1st will be entitled to an increment at the commencement of the next succeeding school year. An employee who commences work after February 1st 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 1st 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 30th.
- E. The district will establish three (3) supplemental pays during the school year. (See Appendix D.)
- F. The professional hourly rate for each member group shall be as follows:

1. Teachers

2007-08	\$34.00
2008-09	\$36.00
2009-10	\$37.00
2010-11	\$38.00

2. Teaching Assistants

2007-08	\$17.00
2008-09	\$18.00
2009-10	\$19.00
2010-11	\$20.00

3. Health Professionals

2007-08	\$25.00
2008-09	\$26.00
2009-10	\$27.00
2010-11	\$28.00

- G. The Staff Development Trainer hourly rate for bargaining unit members shall be as follows:

Number of trainers	2007-08	2008-2009	2009-2010	2010-2011
Technology trainer	\$34.00	\$36.00	\$37.00	\$38.00
1 trainer	\$69.00	\$73.00	\$75.00	\$77.00
2 trainers working concurrently	\$57.00	\$61.00	\$63.00	\$65.00
3 trainers working concurrently	\$49.00	\$53.00	\$55.00	\$57.00

- H. In the event that EIT (Excellence In Teaching) funds are available from the State, the District will apply for such funds and the funds will be distributed on an FTE basis.

Section 2. Salary Supplements

A. Guidance

1. Guidance personnel hired prior to August 30, 1989 receive a salary supplement of \$1,040. Those hired after August 30, 1989 will receive payment only in accordance with the negotiated salary schedule.
2. Guidance Personnel and Library Media Specialists shall receive 1/200th 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 the prior approval of the Superintendent.

B. Department chairpersons will receive an additional salary supplement of:

	Supplement	+ Per teacher*
1999-00	\$2,383	\$83
		(*for each teacher besides him/herself)

C. Team leaders will receive additional compensation as follows:

	2007-08	2008-09	2009-10	2010-11
1-9 years of experience as team leader	\$5,850	\$6,050	\$6,250	\$6,450
10 or more years of experience as team leader	\$6,500	\$6,800	\$7,100	\$7,400

- D. Members who work the district summer program will be compensated at the teacher's professional hourly rate.
- E. Members who work in the CARES program will be compensated at the teacher's professional hourly rate through June 30, 2008.
- F. Technology Integration Assistant(s), High School and Algonquin AV Specialists will receive additional compensation as follows:

2007-08	\$2,390
2008-09	\$2,486
2009-10	\$2,585
2010-11	\$2,688

G. Curriculum Leaders will receive additional compensation as follows:

2007-08	\$4,404
2008-09	\$4,581
2009-10	\$4,764
2010-11	\$4,954

H. The Chairperson for the Committee on Special Education will receive additional compensation:

2007-08	\$4,404
2008-09	\$4,581
2009-10	\$4,764
2010-11	\$4,954

I. The Mentor Program Coordinator will receive compensation as follows:

2007-08	\$5,639
2008-09	\$5,864
2009-10	\$6,099
2010-11	\$6,343

J. The Volunteer Coordinator will receive compensation as follows:

2008-09	\$900
2009-10	\$925
2010-11	\$950

K. The Career Day Coordinators will receive compensation as follows:

2008-09	\$900
2009-10	\$925
2010-11	\$950

L. The High School Graduation Video Coordinator will receive compensation as follows:

2008-09	\$900
2009-10	\$925
2010-11	\$950

- M. If a part-time member is requested by administration to attend meetings outside of their normal work day, they will be compensated at the applicable hourly rate.
- N. 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.

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 and 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 on file in each building library and in each building principal's office. A copy will be given to the President of the Averill Park Teachers' Association. When changes in policy are made, the changes will be sent to each location and the President of the Averill Park Teachers Association.

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. Effective September 1, 2000, a teacher who has completed at least fifteen (15) years of teaching service in the Averill Park Central School District and is in his/her first year of eligibility to retire under the terms of the New York State Teachers' Retirement System prior to the first day of the next school year will receive a benefit equal to 65% of the difference between the retiring teacher's final year base salary plus paid credit hours and Step 2 of the Masters Schedule (for teaching assistants, Step 2 of the individual teaching assistant's salary

schedule) on the salary schedule for the year the teacher announces his/her retirement. The teacher must submit to the district no later than February 1 an irrevocable letter of resignation for retirement purposes, to be effective between June 30 and August 31 of that calendar year in which the letter is submitted.

- B. The District will make direct contribution to a pre-approved 403B account.
- C. 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 the district plan.

Section 11. Retirement Language

In reference to contractual language found in Articles 15, 20 and 23, the phrase “eligible for and participating in the New York State Teachers’ Retirement System” shall not apply to teachers or teaching assistants in service prior to the initial introduction of such phase into the collective bargaining agreement between the Averill Park Teachers Association and the Chief Executive Officer of the Averill Park Central School District. This phrase was first introduced into the September 1, 1989 agreement. Therefore, teachers and teaching assistants in service in the Averill Park Central School District prior to September 1, 1989 shall not be bound by this phrase.

Section 12. 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.

ARTICLE 24
DURATION OF AGREEMENT

This contract shall be effective from SEPTEMBER 1, 2007 through AUGUST 31, 2011.

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 _____

Superintendent, Averill Park Central School District

Date _____

APPENDIX A
AVERILL PARK TEACHERS' 2007-2008 SALARY SCHEDULE

STEPS	BA	BA-30	MA	BA-60	MA-30	MA-60
1	37,506	38,769	39,793	40,841	42,014	43,826
2	38,467	39,831	40,754	41,803	42,976	44,787
3	39,427	40,794	41,714	42,765	43,938	45,748
4	40,389	41,755	42,676	43,723	44,899	46,709
5	41,351	42,716	43,637	44,685	45,860	47,670
6	42,677	44,073	45,026	46,105	47,310	49,153
7	44,014	45,440	46,426	47,536	48,772	50,644
8	46,062	47,543	48,575	49,734	51,021	52,956
9	47,411	48,922	49,987	51,177	52,496	54,463
10	48,758	50,301	51,398	52,620	53,970	55,967
11	49,983	51,556	52,680	53,930	55,310	57,333
12	52,674	54,311	55,494	56,808	58,250	60,336
13	54,019	55,685	56,902	58,247	59,721	61,839
14	55,364	57,062	58,311	59,686	61,191	63,342
15	58,157	59,921	61,235	62,678	64,246	66,464
16	59,505	61,301	62,658	64,119	65,721	67,969
17	61,601	63,450	64,842	66,366	68,021	70,327
18	63,191	65,068	66,500	68,107	69,792	72,119
19	64,554	66,465	67,925	69,588	71,307	73,665
20	65,919	67,859	69,351	71,073	72,820	75,209
21	69,018	71,033	72,597	74,441	76,261	78,728
22	70,485	72,500	74,138	76,717	77,611	80,809
23	77,508	79,687	81,456	84,246	85,213	88,669

APPENDIX A
AVERILL PARK TEACHERS' 2008-2009 SALARY SCHEDULE

STEPS	BA	BA-30	MA	BA-30	MA-30	MA-60
1	38,500	39,796	40,848	41,923	43,128	44,987
2	39,486	40,887	41,834	42,911	44,115	45,974
3	40,472	41,875	42,820	43,898	45,102	46,961
4	41,459	42,861	43,807	44,882	46,088	47,947
5	42,447	43,848	44,793	45,869	47,076	48,933
6	43,808	45,240	46,219	47,327	48,564	50,455
7	45,180	46,644	47,656	48,796	50,065	51,987
8	47,282	48,803	49,862	51,052	52,373	54,360
9	48,667	50,219	51,311	52,533	53,887	55,906
10	50,050	51,634	52,760	54,015	55,401	57,450
11	51,307	52,922	54,076	55,360	56,776	58,853
12	54,070	55,750	56,965	58,314	59,794	61,935
13	55,450	57,161	58,410	59,790	61,304	63,478
14	56,831	58,574	59,856	61,268	62,812	65,021
15	59,698	61,509	62,858	64,338	65,949	68,225
16	61,081	62,925	64,318	65,818	67,463	69,770
17	63,233	65,132	66,561	68,125	69,823	72,191
18	64,866	66,793	68,262	69,912	71,641	74,030
19	66,264	68,226	69,725	71,433	73,197	75,617
20	67,666	69,657	71,189	72,957	74,750	77,202
21	70,847	72,916	74,521	76,414	78,282	80,814
22	72,353	74,422	76,103	78,750	79,668	82,950
23	79,562	81,798	83,615	86,478	87,471	91,019

APPENDIX A
AVERILL PARK TEACHERS' 2009-2010 SALARY SCHEDULE

STEPS	BA	BA-30	MA	BA-60	MA-30	MA-60
1	39,366	40,691	41,767	42,867	44,098	46,000
2	40,374	41,807	42,775	43,876	45,108	47,008
3	41,383	42,817	43,783	44,886	46,117	48,017
4	42,392	43,825	44,793	45,892	47,125	49,026
5	43,402	44,835	45,801	46,901	48,135	50,034
6	44,794	46,258	47,259	48,392	49,657	51,590
7	46,197	47,694	48,728	49,894	51,191	53,156
8	48,346	49,901	50,984	52,201	53,551	55,583
9	49,762	51,349	52,466	53,715	55,100	57,164
10	51,176	52,796	53,947	55,230	56,647	58,743
11	52,462	54,113	55,293	56,605	58,054	60,177
12	55,286	57,004	58,247	59,626	61,139	63,328
13	56,698	58,447	59,724	61,136	62,683	64,906
14	58,451	60,244	61,562	63,014	64,602	66,874
15	61,399	63,262	64,649	66,172	67,829	70,170
16	62,822	64,718	66,151	67,694	69,385	71,759
17	65,035	66,988	68,458	70,066	71,813	74,248
18	66,714	68,696	70,208	71,904	73,683	76,140
19	68,153	70,171	71,712	73,468	75,283	77,772
20	69,595	71,643	73,218	75,036	76,880	79,402
21	72,866	74,994	76,645	78,592	80,513	83,118
22	74,415	76,543	78,272	80,995	81,938	85,314
23	81,830	84,130	85,998	88,943	89,964	93,613

APPENDIX A
AVERILL PARK TEACHERS' 2010-2011 SALARY SCHEDULE

STEPS	BA	BA-30	MA	BA-60	MA-30	MA-60
1	40,449	41,810	42,915	44,045	45,311	47,265
2	41,485	42,956	43,951	45,083	46,348	48,301
3	42,521	43,994	44,987	46,120	47,385	49,338
4	43,558	45,031	46,025	47,154	48,421	50,374
5	44,595	46,068	47,061	48,191	49,459	51,410
6	46,026	47,530	48,559	49,722	51,022	53,009
7	47,467	49,005	50,068	51,266	52,599	54,618
8	49,676	51,274	52,386	53,636	55,024	57,111
9	51,131	52,761	53,909	55,192	56,615	58,736
10	52,584	54,248	55,430	56,749	58,205	60,358
11	53,904	55,601	56,813	58,162	59,650	61,832
12	56,807	58,572	59,848	61,266	62,820	65,070
13	58,257	60,054	61,366	62,817	64,407	66,691
14	60,368	62,220	63,581	65,081	66,721	69,067
15	63,413	65,337	66,770	68,343	70,053	72,471
16	64,883	66,841	68,321	69,914	71,661	74,112
17	67,168	69,185	70,703	72,365	74,168	76,684
18	68,903	70,950	72,510	74,263	76,100	78,638
19	70,388	72,472	74,064	75,878	77,753	80,323
20	71,877	73,993	75,619	77,497	79,402	82,007
21	75,256	77,453	79,159	81,170	83,154	85,844
22	76,856	79,053	80,839	83,651	84,626	88,113
23	84,514	86,889	88,818	91,860	92,914	96,683

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

STEPS	2007-2008	2008-2009	2009-2010	2010-2011
1	16,369	16,869	17,369	17,869
2	16,808	17,251	17,755	18,234
3	17,550	17,714	18,157	18,639
4	18,291	18,496	18,644	19,061
5	19,139	19,277	19,467	19,572
6	19,986	20,171	20,289	20,436
7	20,939	21,063	21,230	21,299
8	21,946	22,068	22,169	22,287
9	23,005	23,129	23,227	23,273
10	24,117	24,245	24,343	24,384
11	25,282	25,417	25,518	25,555
12	26,500	26,645	26,751	26,789
13	27,771	27,928	28,044	28,083
14	29,095	29,268	29,394	29,441
15	30,525	30,663	30,805	30,858
16	32,008	32,170	32,273	32,339
17	33,544	33,733	33,859	33,880
18	35,159	35,352	35,504	35,545
19	36,860	37,054	37,208	37,272
20	38,661	38,847	38,999	39,061
21	40,567	40,745	40,886	40,941
22	42,580	42,754	42,884	42,922
23	44,698	44,875	44,999	45,020

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

STEPS	2007-2008	2008-2009	2009-2010	2010-2011
1	25,558	26,558	27,558	28,558
2	26,012	26,936	27,952	28,929
3	27,284	27,415	28,350	29,343
4	28,555	28,755	28,854	29,761
5	29,826	30,095	30,264	30,290
6	31,097	31,434	31,674	31,770
7	32,368	32,774	33,084	33,250
8	33,639	34,114	34,494	34,730
9	35,122	35,453	35,904	36,210
10	36,692	37,016	37,313	37,691
11	38,261	38,671	38,958	39,170
12	39,831	40,324	40,700	40,896
13	41,401	41,979	42,440	42,725
14	42,971	43,634	44,182	44,552
15	44,540	45,288	45,924	46,380
16	46,110	46,942	47,665	48,209
17	47,680	48,597	49,405	50,037
18	49,250	50,251	51,147	51,863
19	50,819	51,906	52,888	53,692
20	52,389	53,560	54,630	55,520
21	53,959	55,214	56,371	57,348
22	55,529	56,869	58,111	59,176
23	57,099	58,524	59,853	61,002

APPENDIX D

PAY DATES & SUPPLEMENTAL PAYS

TO BE INSERTED

APPENDIX E

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 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 6th grade level and teachers with K-6 certification to be assigned at the 7th and 8th 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 6th grade.

MUST BE REVISED

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