

PROFESSIONAL AGREEMENT
BETWEEN THE
AVOCA TEACHERS' ASSOCIATION
AND
AVOCA CENTRAL SCHOOL DISTRICT



JULY 1, 2014-JUNE 30, 2018

Table of Contents

<u>ARTICLE</u>	<u>PAGE</u>
Table of Contents	1-2
Recognition Clause	3
I Regulations Governing Teacher Absences	
Sick Leave	4-5
Personal Leave	5
Enforced Leave	5
Family Sick Leave	5
Bereavement Leave	6
Unpaid Leave	6-7
On the Job Assault	7
Acquisition of Substitutes	7
II Jury Duty	7
III Health Benefits	
Health Care	7-8
Prescription Drug Benefits-Plan C	8
IRC 105(H)	8
Group Term Life Insurance	9
Payment in Lieu of Health Care Coverage	9-10
IV Teacher Evaluation and Protections	
APPR	10
Employment Notice	10
Teacher Discipline	10
V Reduction in Force	
Job Security	10
Teacher Protection	10
VI Personnel File	11
VII Association Rights	
Association Leave	11
Judicial Leave	11
Association President Release Time	11
Board of Education Meetings	12
VIII Grievance Procedure	
Definitions	12
Rules Governing the Processing of a Grievance	12
Steps	12-13
IX Conditions of Employment	
Work Day	14
Personal Property Loss	14-15
Length of School Year	15
Dress Code	15
X Payroll Deductions	
Association Dues	15
Direct Deposit and Tax Shelter Annuity	16
NYSUT Member Benefits Program	16
Flexible Benefit Plan	16

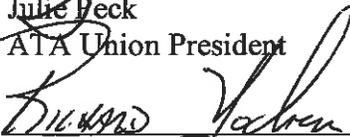
XI	Sabbatical Leave	
	Sabbatical Leave	16
	Conditions and Requirements for Qualification	17
	Purpose of Sabbatical Leave	17
	Applications	17
	Approval	17
	Compensation	18
	Reports to the Superintendent	18
	Return to Service.....	18
XII	Pay Periods.....	18
XIII	Salary	
	Salary Schedule.....	19
	Graduate Hours, Degrees and Professional Development.....	20
	In-Service Credit.....	20
XIV	Extra Duties	
	Extra Duty Pay.....	21
	Postings and Vacancies.....	21
	Summer/Curriculum/Staff Development Work.....	22
	Conducting Staff Development Activities	22
	Teacher on Special Assignment.....	22-23
XV	Professional Development Stipend.....	23
XVI	Teacher-Administration Liaison Committee	23
XVII	Teacher Recruitment.....	24
XVIII	Teacher Mentoring Program.....	24-25
XIX	Distance Learning	25-27
XX	Retirement Incentive	
	Early Retirement Incentive	27
	No Cash Option.....	27
	Contribution Limitations.....	27-28
	403(b) Accounts.....	28
	Tier I Adjustments	28
	Employer Non-Elective Contribution Equal to Termination Pay.....	28-29
XXI	Excellence in Teaching Monies	29
XXII	Sexual Harassment.....	29
XXIII	Maintenance of Standards	
	Continuation Clause.....	30
	Savings Clause	30
	Zipper Clause	30
	Duration	30
Appendix		
	Application for Use of Sick Leave Bank	31
	Stipend Schedule for Coaching.....	32
	Stipend Schedule for Extracurricular.....	33

IN WITNESS WHEREOF, the parties hereto have hereunder set their signs and seals.



Julie Peck
ATA Union President

8/27/14
Date



Richard Yochem
Avoca Central School Superintendent

8/27/14
Date

WHEREAS, the Avoca Central School Teachers' Association, hereinafter referred to as the "Association," and the Superintendent, Chief Executive Officer of the Avoca Central School, Avoca, Steuben County, New York, hereinafter referred to as the "District," have through negotiations arrived at certain agreed terms and conditions of employment and desire to reduce the same to writing and to be bound thereto for the terms set forth in this contract.

IT IS AGREED, BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

NOW, THEREFORE, IT IS AGREED:

Recognition Clause

The Avoca Central School District hereby recognizes the Avoca Teachers' Association as sole and exclusive negotiating representative for all full and part-time, non-supervisory, professional, certified personnel employed by the Avoca Central School District, but excluding the Superintendent, building principal(s), teaching assistants, long-term and per diem substitutes, administrative interns and supervisory personnel. This recognition shall remain continuous for the maximum period allowed by law.

Any agreement and or agreements addressing the terms and conditions of employment of an individual bargaining unit member, or group of the bargaining unit, will be negotiated by the Avoca Teachers' Association.

The Avoca Central School District does not discriminate on the basis of age, color, religion, creed, disability, marital status, veteran status, national origin, race gender or sexual orientation in the educational programs and activities which it operates. Inquiries concerning this policy of equal opportunity and affirmative action should be referred to the Affirmative Action Officer, Avoca Central School, P.O. Box G. Avoca, New York 14809.

ARTICLE I

REGULATIONS GOVERNING TEACHER ABSENCES

Section 1.01

Sick Leave

- A. Bargaining unit members working a 10 month work year calendar shall be given fourteen (14) days sick leave each year. These sick days may be used for personal illness or the illness of a member of the immediate household, parents of either bargaining unit member or spouse. Bargaining unit members working an 11 month work year calendar (20 calendar days after graduation in June) shall be given fifteen (15) days sick leave each year. The allotment of days will be credited to the teacher on the first day of school, and will be added to the accumulated unused leave from the previous year.
- B. An extended sick leave bank shall be established for the use of each member in the event of a continuous illness or an extended disability which would require the use of more sick leave than they have accumulated. The Avoca Teachers' Association will administer this bank and supervise its operation according to the following procedure.

1. Purpose

The purpose of the sick leave bank is to provide members the opportunity to use days from the sick leave bank to supplement their accumulated sick leave. Members may only use days from the bank after all their accumulated sick leave days are exhausted.

2. Membership

- a) The sick leave bank committee shall consist of four members chosen by the Association and the Superintendent of Schools or his/her designee. Voting will be done by majority rule.
- b) Each member enrolling in the bank will donate two (2) to five (5) days of their sick leave to the bank each year until there is a maximum of two hundred (200) days. No more days will be added, except by new membership, until the bank is depleted to sixty (60) days. "New membership" shall mean teachers newly employed in the District, as well as experienced teachers in the District who have not chosen to contribute to sick leave bank, but later choose to do so. By September 20 of each year, the names of contributing members of the sick leave bank will be given to the District Office.

3. Application for Use

Members whose sick leave is exhausted may apply to use up to forty (40) days of sick leave from the bank. A request, in writing, supported by doctor's certificate indicating the probable date of return to duty, shall be presented to the Avoca Teachers' Association Executive Board (see form in appendix). The number of days granted shall be at the discretion of this Board.

4. Pregnancy Related

A sick leave bank may be used for medical complications from pregnancy if certified by a physician, but the sick leave bank may not be used for a maternity leave.

5. Repayment of Days

- a. Teachers who use days from the bank and voluntarily leave the district within 2 years of the bank use must repay the days to the bank.
- b. A teacher voluntarily leaving the district shall pay the district back for sick leave days used from the bank in excess of any days they may have accumulated. Such payment shall be at the per diem salary in effect at the time the days were used. Upon repayment, the District will deposit the equivalent number of days into the bank.
- c. A teacher leaving the District because their position was abolished shall not be held liable for any days owed the bank.
- d. If a teacher takes a retirement due to a disability, he shall not be required to pay back the used sick days.
- e. If a teacher has used days from the sick leave bank and dies, his estate shall not be required to pay back his used sick days.

6. Reporting

The Avoca Teachers' Association will submit a report of the operation and use of the sick leave bank, including the names of the individuals using sick days and the number of days used by each individual. This report shall be submitted by the end of September and the end of July.

- C. After an absence of five (5) consecutive days or more, a member electing to use additional sick leave benefits may be requested to present adequate proof from a duly licensed physician that the employee is in fact disabled from performing their work assignment.

Section 1.02 Personal Leave

- A. Three (3) days may be taken from the school year for any reason. At least one (1) day prior notification must be given, except in an emergency. Three (3) unused leave days from the previous year shall be converted and credited to the bargaining unit member's accumulated sick leave.

On the day before or after a vacation or holiday period, prior approval must be obtained. The administration reserves the right to grant a personal leave day on the day before or after a vacation period for a maximum of five (5) members.

- B. Two (2) days may be taken from the school year for emergency situations. Emergency situations are those situations that occur to bargaining unit members that are not anticipated and would provide a hardship to the members if they were to come to work. If requested, the bargaining unit member will provide a written explanation for the leave request.

Section 1.03 Enforced Leave

When an enforced leave is imposed by quarantine and is certified as such by the school physician, members shall have the same privileges as under regular sick leave, but such leave shall not be deducted from sick leave. Any costs involved in securing the certification of the school physician shall be borne entirely by the District.

Section 1.04 Family Sick Leave

- A. When a member or their spouse goes into labor on a day school is in session, they will be permitted to take a sick leave day in order to go to the hospital.

Section 1.05 Bereavement Leave

For deaths of husband, wife, child, parent, step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, niece, nephew, or cousin of the bargaining unit member or member of their immediate household shall be allowed up to ten (10) days in each school year, non-cumulative.

Section 1.06 Unpaid Leave

All leaves provided in this section are to be without pay and without payment of fringe benefits. Bargaining unit members using such leave may, however, continue any fringe benefit program in which they are enrolled at the time leave commenced, if permitted by the contract or law governing the benefit, and always at the member's sole expense and without cost to the employer. Failure to adhere to any time limits for notification shall constitute a waiver of rights to such leave or recognition of abandonment of the position.

A. Education Leave

A bargaining unit member shall be granted leave of absence for the purpose of pursuing studies at an accredited institution of higher education. The member shall have been employed by the district a minimum of five years and must possess permanent certification in New York State. Such leave shall be for a period of one (1) academic year commencing on September 1st and terminating on September 1st of the succeeding year. The member shall notify the District of his intent to take such leave no later than April 15 prior to the school year such leave is to commence and shall notify the District of his intent to return not later than April 15 prior to the school year in which they will return.

B. Parental Leave and Adoption Leave

A bargaining unit member shall be granted a leave of absence for the purposes of child rearing within a year of the child's birth and/or adoption. A member requesting such leave shall do so at least forty-five (45) days in advance of the commencement of such leave. Parental leave and/or adoption shall not exceed two (2) years duration. Members returning from such leave shall notify the District of their intention to return not later than April 15 for the September semester and September 1 for the January semester.

C. Extended Illness

A bargaining unit member who has exhausted their accrued sick leave and allotted sick bank days shall be granted an extended illness leave. The District may require certification of such illness by the District's physician. Such leave shall terminate at the conclusion of the school year in which it is granted. A member on such leave shall notify the District of his intent to return by June 1 and will provide a doctor's certificate verifying his ability to do so.

D. Other Leave

All other leaves shall be at the discretion of the Board of Education.

E. Family & Medical Leave

Regulations governing family and medical leave shall be in accordance with the current Board of Education Policy. Any change in this policy will be made in conjunction with the president of the "Association."

Section 1.07 **On the Job Assault**

Whenever bargaining unit members are absent from school due to personal injury caused by an assault in the course of their employment, and the assault is not provoked by their actions, such members will be paid full salary, and no part of such absence will be charged to annual sick leave. In addition, the District will reimburse unit members for the cost of medical, surgical, hospital or dental services, less the amount received pursuant to any applicable insurance, incurred as a result of any such injury caused by assault in the course of their employment at the work place or at school sponsored events.

Section 1.08 **Acquisition of Substitutes**

The acquisition of substitutes is the sole and exclusive province of the administration.

ARTICLE II **JURY DUTY**

It is desired, wherever possible and without detriment to the education of our pupils, to promote the performance of civic duties by all bargaining unit members and in furtherance thereof, the District shall pay the difference in salary from what fees are received by a member called to jury duty or by subpoena to attend as a witness, exclusive of mileage and the member's regular daily wage. Days spent on jury duty or court appearance by subpoena shall not be chargeable to sick leave or personal leave.

ARTICLE III **HEALTH BENEFITS**

Section 3.01 **Health Care**

- A. The District-sponsored health care plan shall be the Self-Funded Steuben Area Schools Employee Health Care Plan ("Plan"). The terms of the Plan's Plan Document and Administrative Manual are hereby incorporated in the Professional Agreement and made a part thereof.

- B. Beginning July 1, 2014, the District agrees to pay eighty-six percent (86%) of the total health care premium. Effective July 1, 2015, the District agrees to pay eighty-five and five tenths percent (85.5%) of the total health care premium. Effective July 1, 2016, the District agrees to pay eighty-five percent (85%) of the total health care premium. Effective July 1, 2017 the District agrees to pay eighty-four and seventy five hundredths (84.75%) of the total health care premium. Bargaining unit members may run their share of the health care premium equivalent through the Flexible Benefit Plan. (See: Article X, Section 10.04 Flexible Benefit Plan.

- C. The district will pay fifty (50%) of the cost of the District-sponsored health care program for a member who retires, provided the member has worked in the District, for a minimum of ten (10) years, is eligible to receive a pension from the New York State Teachers' Retirement System, and retires.
- D. Upon the retired unit member's death, the retired member's spouse will take over 100% of the costs for the premium if he/she wishes to maintain coverage. A surviving spouse who is a retired Association member is entitled to an individual policy with the district paying 50% of the cost for maintaining such coverage.

Section 3.02 Prescription Drug Benefits – Plan C

A. Three Tiered Co-payment for Pharmacy Services

If your Prescription Order for drugs covered under this Program is filled, or if insulin is obtained, at a retail pharmacy, you or your dependents will pay a co-payment for each prescription order for up to a 34 day supply. If your Prescription Order for drugs to treat a chronic condition (Maintenance Medications) covered under this Program is filled, or if insulin is obtained at the Plan's mail service pharmacy, you or your dependents will pay only one co-payment for each prescription order for up to a 105 day supply. Co-payments will vary, as described below, depending upon the drug dispensed.

- Tier 1:** **Generic Drugs:** Consists of Generic Medications. Generic Medications offer the best opportunity for cost effective therapy and therefore offer the lowest co-payment. **\$5 Co-payment per prescription.**
- Tier 2:** **Preferred Brand Drugs:** Consists of Single Source and Multi-Source Brand Medications. These medications are more costly than the Tier 1 medications, therefore there is a higher co-pay associated with the Tier 2 Medications. **\$15 Co-payments per prescription.**
- Tier 3:** **Non-Preferred Brand Drugs:** Also consists of Single Source and Multi-Source Brand Medications. If a medication is considered Tier 3 this means that there is a more cost effective Tier 1 or Tier 2 medication on the market. **\$40 Co-payment per prescription.**

- B. All retirees who have retired before July 1st, 2005 will elect to be covered by Plan B of the Self-Funded Steuben Area Schools Employee Area Health Care Plan as outlined below and guaranteed in the 2004-2005 Health Plan. All bargaining unit members who retire after June 30th 2005 will be covered by Plan C of the Self-Funded Steuben Area Schools Health Care Plan as outlined above in Article III Section 3.02 (A).

Section 3.03 IRC 105 (h)

- A. In addition, effective September 1, 2008, the District shall establish an IRC §105(h) account for unreimbursed medical expenses for the member, member's spouse and/or dependent children. The District will be solely responsible for the administrative and set-up fees associated with the IRC §105(h). The IRC §105(h) account will roll over from year to year with no

maximum accumulation. The District will contribute said monies to each bargaining unit member as follows:

2014-15 - Four hundred, seventy five dollars (\$475)

2015-16 - Four hundred, seventy five dollars (\$475)

2016-17 - Five hundred dollars (\$500)

2017-18 - Five hundred dollars (\$500)

*IRS regulations require that participants maintain copies of all receipts for unreimbursed medical expenses for auditing purposes.

B. Upon leaving the District or retiring, the District shall cease contributions to the IRC §105(h), however, the remaining account balance may be carried forward until such funds are exhausted.

*Dependent Children Defined: Through nineteenth birthday or up to age 25 if a full-time student.

Section 3.04 Group Term Life Insurance

The District will provide \$10,000 of group term life insurance, including accidental death and dismemberment coverage for each bargaining unit member. The Plan shall be the NYSUT Term Life Insurance Plan.

Section 3.05 Payment in Lieu of Health Care Coverage

A. Any bargaining unit member eligible for health care coverage who elects not to participate in The Plan shall receive an annual payment in lieu of insurance, provided that the bargaining unit member provides the District with a confirmation of health care coverage elsewhere. If four (4) or fewer members select payment in lieu of coverage, the annual payment shall be one thousand, five hundred dollars (\$1,500). If five (5) members select payment in lieu of coverage, the annual payment shall be two thousand dollars (\$2,000). If six (6) members select payment in lieu of coverage, the annual payment shall be two thousand, five hundred dollars (\$2,500). If seven (7) members select payment in lieu of coverage, the annual payment shall be three thousand dollars (\$3,000). If eight (8) or more members select payment in lieu of coverage, the annual payment shall be three thousand, five hundred dollars (\$3,500).

B. The payment shall be made in the final payroll of the school year. The payment level will be determined based upon the number of teachers who have selected payment in lieu of coverage as of January 1st of each year. Proof of coverage must be submitted to the district within 30 days of enrollment elsewhere.

C. The annual payment shall be prorated for:

1. Bargaining unit members who terminate their service before the end of the school year;

2. Bargaining unit members who re-enter the Plan once they have elected to receive the annual payment;
3. Newly hired bargaining unit members whose effective date of employment occurs during the school year.

D. If there are two bargaining unit members within the District who can be considered dependents of each other, according to the Plan, no buy-out provision payment will be made.

ARTICLE IV TEACHER EVALUATION AND PROTECTIONS

Teacher evaluations shall be conducted in accordance with the “Avoca Central School District’s Annual Professional Performance Review (APPR)” handbook. Said document is incorporated by reference into this collective bargaining agreement.

Section 4.01 Employment Notice

Probationary teachers not to be employed for the following school year will be notified by April 15. This provision shall not apply in any way to restrict the Board's right to abolish positions at any time. The Board does agree to give notice to the teacher who will lose their job as a result of the abolition not less than thirty (30) days prior to the date of the Board's action which abolishes the position.

Section 4.02 Teacher Discipline

No teacher will be disciplined or deprived of any professional advantage without just cause and due process of law.

ARTICLE V REDUCTION IN FORCE

Section 5.01 Job Security

- A. The District agrees that classroom duties requiring New York State certification currently being performed full-time by members of the bargaining unit, shall not be performed by anyone outside said unit, and that future full-time educational programs established by the District which require certification shall be performed only by members of said bargaining unit. This provision shall not apply in any way to restrict the Board's right to use BOCES employees for instructional purposes in specialized areas.
- B. The procedures described in Education Law 2510, as the same may be amended, shall be controlling in matters of lay-off. This provision shall not be reviewable under the terms of Article VIII of this Agreement.
- C. In the event that it becomes necessary to abolish positions within the bargaining unit, the District agrees: The District will, upon request of such bargaining unit member or members whose positions are abolished, place said member(s) on a preferred eligibility list in order of seniority, within certification and they shall remain on said list for a period of seven (7) years. The member(s) on the "list" must keep the District informed of their address, telephone number, and work status by April 1 of each year for the seven (7) year period.

Section 5.02 Teacher Protection

The District shall abide by 3023 and any amendments thereto of the Education Law for teacher protection.

ARTICLE VI PERSONNEL FILE

- A. A bargaining unit member may have access to the one (1) official file during the school day. Copies of anything in the file will be made upon the written request of the member. However, no items shall be removed from the conference room or file. The Superintendent will handle such requests. Materials now contained in the files will be inventoried. Additions or deletions of said materials will be noted on said inventory.

- B. When any material (other than routine items, such as transcripts, and formal evaluations) is added to a member's personnel file, it shall clearly denote the author and date of the entry. The member will be given a copy of the item, and the president of the Association shall be notified in writing that an entry has been made within ten (10) school days of the date of the entry.

- C. A member shall be afforded an opportunity to affix their signature to any material to be placed in their personnel file. Such signature shall signify that the member has examined the materials and does not necessarily indicate agreement. The member may at their discretion attach a written statement to the aforementioned material. No anonymous material shall be placed in the member's file. A member may respond to any entry in their file or may seek its removal through the proper grievance procedure within fifteen (15) school days from the date of receipt of notification.

ARTICLE VII ASSOCIATION RIGHTS

Section 7.01 Association Leave

The District shall grant seven (7) fully paid leave days for Association business. These leave days shall not be deducted from the unit member's accumulated sick leave or personal leave.

Section 7.02 Judicial Leave

If a unit member's presence is required by the Board, Superintendent, a judicial board or an arbitrator for the purpose of negotiations or grievance proceedings, that member shall not lose pay for such absence nor shall such absence be deducted from the Association leave.

Section 7.03 Association President Release Time

The president of the Association shall be relieved of all additional assignments beyond regular teaching duties (e.g., study hall supervision, hall supervision, detention study hall). If the Avoca Teachers' Association President is a secondary teacher, the Association agrees to negotiate the terms and conditions of this section.

Section 7.04 Board of Education Meetings

Copies of the published agenda of Board meetings will be furnished to the President of the Avoca Teachers' Association before all Board meetings and a printed copy of the minutes of such meetings will be forwarded to the same officer when available.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 8.01 Definitions

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its teachers is essential to the operation of the school, this grievance procedure is hereby established:

A "grievance" shall mean an alleged violation, misinterpretation or inequitable application of any provision of this Agreement to a member or the Avoca Teachers' Association.

A "member" shall mean any person represented by the Avoca Central School Teachers' Association or the Avoca Teachers' Association and under contract to the Avoca Central School. An "aggrieved member" is a member or members represented by the Association making the claim. Where a claim relates to more than one (1) member it may be grieved by the Association.

A "party-in-interest" is the member or members making the claim, and any member or members who might be required to take action or against whom action might be taken in order to resolve the claim. This would also include anyone who has first-hand knowledge of any facts pertinent to the grievance.

"Days" as used herein refer only to regular school days.

Section 8.02 Rules Governing the Processing of a Grievance

General Rules

1. The time limits in the procedure may be extended only by mutual agreement.
2. Failure to respond at any level of this procedure within the specified time shall permit the lodging of an appeal at the next level.
3. The grievant and designated Association representatives, including the president, the grievance chairperson and all witnesses shall be granted time off without loss of pay or loss of any personal leave for purposes of arbitration hearings if held during the school day.

Section 8.03 Steps

A. Step I

Within fifteen (15) days of the alleged occurrence the complainant shall discuss it with his supervisor, either directly or through a representative with the objective of resolving the matter informally.

B. Step II

1. If the complaint is not resolved informally and the member wishes to invoke the grievance procedure, the member shall within five (5) days of the conclusion of Step I present his grievance to the Avoca Central School Teachers' Association Grievance Committee for consideration.
2. If the grievance committee determines that the member has a meritorious grievance, it will then file a written grievance with the Superintendent within five (5) days of the time that the member presented the grievance to them.
3. Within five (5) days of the submission of the grievance the superintendent shall hold a hearing with the member and the Grievance Committee. Parties-in-interest may be called as needed and requested by either side.
4. The superintendent shall render a decision in writing to the Grievance Committee within five (5) days of the hearing.

C. Step III

1. If the member and the Grievance Committee are not satisfied with the decision at Step II, the Grievance Committee will file a written appeal with the Board of Education within five (5) days of receiving the decision of Step II. Copies of the original grievance and the decision of Step II shall be filed with this appeal.
2. The Board of Education must hold a hearing at its next regular meeting and return a decision to the Grievance Committee within five (5) days of that meeting.

D. Step IV - Arbitration

1. If the member and/or Association are not satisfied with the written decision of Step III, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days of the decision at Step III.
2. 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 decision not later than fourteen (14) calendar days from the date of the close of the hearing or if oral hearings have been waived then from the date of the final statements and proofs submitted to him. The

4. Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.
5. The arbitrator shall have no power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
6. The decision of the arbitrator will be final and binding upon all parties.
7. The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE IX CONDITIONS OF EMPLOYMENT

Section 9.01 Work Day

- A. The unit member's work day will be seven and one half (7 1/2) hours inclusive of the lunch period. Unit members shall be notified of beginning and ending times not later than August 15 of each year. For the duration of the contract no unit member in grades seven (7) through twelve (12) will have more than six (6) teaching periods per day.

For the duration of the contract, no unit member in grades five (5) through six (6) will have more than six (6) teaching periods per day, as long as the departmentalized program is in effect at these grade levels.

Each teacher shall be assigned a duty free lunch period of not less than thirty (30) minutes.

Each teacher shall have a planning period of not less than one (1) regular class period.

- B. The equivalent of at least two (2) full days shall be set aside in the school calendar for the purposes of parent-teacher conferences. Teachers will be responsible for scheduling parent conferences on the designated conference days at the convenience of the parents who work. For the Fall Conference Day, elementary teachers will schedule a conference for parents of all of the students and for the remaining conference days for parents of students who are at risk, as well as other parents who wish to speak with them. Secondary teachers will schedule conferences with parents of students who are failing their course(s), as well as other parents who wish to speak with them.

Section 9.02 Personal Property Loss

The district agrees to provide a fund of two hundred fifty dollars (\$250.00) to be used to reimburse bargaining unit member(s) for the loss of their personal property while on school property. Payment shall be made only upon the following conditions:

1. Only personal property other than lost money is covered.
2. The loss must have occurred in connection with the teacher's employment.
3. The amount paid shall not exceed the fair market value of the item taking into account depreciation for age, wear and tear.

4. For any item, except clothing lost exceeding fifty dollars (\$50.00), the member must have prior approval of the immediate supervisor to have the item on school property or the loss will be limited to fifty dollars (\$50.00).

A designated administrator and the president of the Association shall process and approve all claims before payment. If the two of them cannot reach agreement, a Board member designated by the president of the Board shall review the claim and decide the same. The decision will be final and binding. No legal appeal and no grievance can be taken by any person or the Association from the decision or any claimed misinterpretation or misapplication of this section.

Section 9.3 Length of work year

- A. The school calendar shall not be more than one hundred and eighty-seven (187) days. If zero (0) snow days are used, 2 additional days shall be added to a holiday. If one (1) snow day is used, one additional day shall be added to a holiday. If two (2) or more days are used, zero (0) days will be given back.
- B. **Parent visitation night.** Teachers are required to be on duty one evening for parent visitation night unless excused by their principal. The purpose of parent visitation night will be to familiarize the parents with the program.
- C. **District designated parent-teacher conference days.** Parent-teacher conferences may be held during the normal teacher workday or with a flexible schedule as determined in collaboration with the building level administrator and grade level teachers. The amount of flexible parent-teacher conference time on a flex schedule will equal the amount of time in the teacher's work day.

Section 9.4 Dress Code

All bargaining unit members will dress in an appropriate manner.

ARTICLE X PAYROLL DEDUCTIONS

Section 10.01 Association Dues

The Board of Education shall deduct upon request from the salaries of its bargaining unit members' dues as established by the Avoca Central School Teachers' Association as said members individually and voluntarily authorize the Board to deduct in accordance with the Taylor Law.

Dues deductions will be made monthly and the Board shall transmit the monies promptly to such Association. Member authorizations shall be in writing in the form set forth by the New York State United Teachers.

Section 10.02 Direct Deposit and Tax Shelter Annuity

- A. The Board of Education shall deduct, upon request in writing, from the salaries of its bargaining unit members specified sums (amount specified by each member) to be deposited in the approved bank, credit union or the tax shelter annuity program. Such deductions will be made from each member's check and the Board shall transmit the monies after each deduction to the said approved bank, credit union or tax shelter annuity program whichever the case may be or to both an approved bank, credit union and the tax shelter annuity program. The request may be withdrawn at any time upon written notification by the member. The District will either transmit such funds within those three (3) working days of receipt of the check from data processing or will notify the Association president within those three (3) working days of its inability to do so and the expected date of transmittal.
- B. Bargaining Unit members may authorize the District to make direct deposit of payments of compensation to any of the following financial institutions: Five Star Bank, SERVU Credit Union, VA Credit Union, Corning Credit Union, or ESL.
- C. Effective September 1, 2008, any newly hired or current unit member who wishes to enroll in a tax annuity program for the first time, shall be required to enroll in one of the mutual fund families under the custodial account the District maintains with the Legend Group. Any unit member who currently has an existing tax shelter annuity agreement with a mutual fund family other than The Legend Group will be allowed to maintain such account at no additional cost to the member providing that the unit member's mutual fund provider meets all new IRS regulations.

Section 10.03 NYSUT Member Benefits Program

The District will provide payroll deduction for the NYSUT Member Benefits Program.

Section 10.04 Flexible Benefit Plan

Beginning with the school year 2000-2001, the District shall fund an Internal Revenue Code, Section 125-Flexible Benefit Plan for bargaining unit members. A bargaining unit member may elect a voluntary salary reduction for contributions to the Plan. The decision to enroll in the voluntary reduction will be made by September 15 of each school year and will not be changed during the year. Payments under the Plan shall be made by a third party administrator selected by the District and the Association. The Plan Document is incorporated by reference.

ARTICLE XI SABBATICAL LEAVE

Section 11.01 Sabbatical Leave

The Board of Education may grant sabbatical leave of absence to a bargaining unit member of the professional staff of the Avoca Central School District upon recommendation of the Superintendent. Such leave shall be predicated upon the assurance that the professional qualifications and competence of the member in this assignment in this District will be improved.

Section 11.02 Conditions and Requirements for Qualification

- A. Applicant must be fully certified and have been in the employ of the Avoca Central School District for at least seven (7) consecutive years during which full-time service must have been rendered. Military leave and maternity leave will be considered as consecutive service.
- B. A sabbatical leave may be granted for not less than one (1) full year.
- C. Upon request, the applicant shall file with the superintendent a written agreement stating that he will remain in the service of the Avoca Central School District for a period of four (4) years after termination of the sabbatical leave or will reimburse the District for all payments received. The Board will waive this condition if the employee becomes incapacitated and cannot work. The Board has the right to request a doctor's statement for verification.

Section 11.03 Purpose of Sabbatical Leave

Sabbatical leave is given to allow a professional bargaining unit member time to engage in activities designed to improve his ability to render educational service. Such improvement is usually achieved by formal study, research, writing or travel and, if taken for one or more of these four reasons, the bargaining unit member may engage in employment during the sabbatical leave. A sabbatical leave will not be granted for the sole purpose of gainful employment elsewhere.

Section 11.04 Applications

- A. The application form used for a sabbatical leave shall be supplied by the Board of Education.
- B. The applicant shall include with his application:
 - 1. For Formal Study - A program of work or of recognized courses in which the applicant will participate.
 - 2. Research and Writing - An outline of the proposed project with a statement indicating its value.
 - 3. Travel - The proposed itinerary together with the professional objectives.
- C. All applications for sabbatical leave must be filed with the superintendent not later than April 1 of the school year preceding the school year during which the leave would begin.

Section 11.05 Approval

- A. The total number of bargaining unit members on leave during any one (1) school year shall not exceed one (1).
- B. If more than one (1) member applies for a sabbatical leave in any one (1) year, preference shall be given to the member with the most full-time service in the District.

Section 11.06 Compensation

The compensation of the bargaining unit member on sabbatical leave shall be on the following basis:

- A. One (1) year at a maximum salary rate of \$25,000.
- B. The compensation of the member on sabbatical leave will be made in accordance with the regular provisions for the payment of salaries to members of the bargaining unit. The recipient will keep the superintendent informed about his address.

Section 11.07 Reports to the Superintendent

- A. A report containing such information, as will enable the superintendent to determine that the leave is being used in the proper manner, shall be filed at the end of the third month and sixth month of the leave.
- B. A final report shall be filed with the superintendent at the completion of the leave.

Section 11.08 Return to Service

Upon expiration of the leave the bargaining unit member shall be restored to his position or a position of like nature, seniority status and pay providing the bargaining unit member remains eligible under the rules and regulations of the Board of Education. A sabbatical shall count toward advancement in pay and seniority.

ARTICLE XII PAY PERIODS

- A. The District shall pay bargaining unit members once every two (2) weeks and said date will be on a Thursday. A schedule of the payroll dates shall be provided to the members prior to the first pay period in September.
- B. Members may have the ten (10) or twelve (12) month payroll option. The W-2 forms for tax purposes will be issued during the month of January.

ARTICLE XIII SALARY

Section 13.01

STEP	<u>14-15</u>	<u>15-16</u>	<u>16-17</u>	<u>17-18</u>
1	\$40,298	\$40,436	\$40,575	\$40,754
2	\$41,103	\$41,245	\$41,386	\$41,569
3	\$41,926	\$42,069	\$42,214	\$42,400
4	\$42,764	\$42,911	\$43,058	\$43,248
5	\$43,620	\$43,769	\$43,919	\$44,113
6	\$44,492	\$44,645	\$44,798	\$44,995
7	\$45,382	\$45,538	\$45,694	\$45,895
8	\$46,290	\$46,448	\$46,608	\$46,814
9	\$47,215	\$47,377	\$47,540	\$47,750
10	\$48,160	\$48,325	\$48,491	\$48,704
11	\$49,122	\$49,292	\$49,460	\$49,679
12	\$50,105	\$50,276	\$50,450	\$50,672
13	\$51,107	\$51,282	\$51,458	\$51,686
14	\$52,129	\$52,308	\$52,487	\$52,718
15	\$53,171	\$53,354	\$53,537	\$53,773
16	\$54,234	\$54,421	\$54,608	\$54,848
17	\$55,320	\$55,509	\$55,699	\$55,946
18	\$56,427	\$56,620	\$56,813	\$57,064
19	\$57,554	\$57,753	\$57,951	\$58,205
20	\$58,706	\$58,907	\$59,110	\$59,371
21	\$59,880	\$60,085	\$60,291	\$60,558
22	\$61,078	\$61,287	\$61,497	\$61,768
23	\$62,300	\$62,513	\$62,727	\$63,004
24	\$63,545	\$63,764	\$63,982	\$64,264
25	\$64,816	\$65,039	\$65,262	\$65,550
26	\$66,112	\$66,339	\$66,567	\$66,861
27	\$67,435	\$67,665	\$67,898	\$68,198
28	\$68,783	\$69,020	\$69,256	\$69,562
29	\$70,159	\$70,399	\$70,642	\$70,952
30	\$71,563	\$71,808	\$72,053	\$72,372
31	\$72,993	\$73,244	\$73,495	\$73,819
32	\$74,453	\$74,709	\$74,966	\$75,296
33	\$75,942	\$76,203	\$76,464	\$76,802
34	\$77,461	\$77,727	\$77,994	\$78,338
35	\$79,011	\$79,281	\$79,553	\$79,905

At the end of each school year each member will be advanced one (1) salary step. No member shall receive a salary other than his/her designated salary step.

Section 13.02**Graduate Hours, Degrees and Professional Development**

- A. In addition to the salary schedule any member holding a Master's Degree in education or his area of specialization shall receive an additional five hundred dollars (\$500.00) per year once a copy of the Master's Degree is placed in the personnel file by that member. Any member holding a Doctorate Degree in education or his area of specialization shall receive an additional one thousand six dollars (\$1,006.00) per year once a copy of the degree is placed in the personnel file by that member.
- B. Effective July 1, 2012, a bargaining unit member with completed graduate hours (up to a maximum of ninety graduate hours) and submitting official transcripts of such successful completion shall be entitled to an additional fifty dollars (\$50) per hour. Prior approval by the Superintendent must be obtained for graduate courses taken after obtaining a Masters' Degree or Permanent Certification. Full payment will be given for official transcripts submitted prior to October 1 and half payment (for the remainder of that school year) for official transcripts submitted prior to February 1 of the contract year.
- C. The Avoca Central School District shall reserve the right to pay for courses that members would take if asked to teach a course outside of their certified area.

Section 13.03**In-Service Credit**

Credit shall be given for participation in in-service programs that have been previously approved by the Superintendent.

- A. In-service shall mean those educational programs conducted outside the regular school day.
- B. In-service programs must relate to the teacher's classroom and/or academic area(s). Discussion of the relevancy of a given course, if needed, shall take place between the employee and the Superintendent prior to approval of the in-service program.
- C. The employee shall fill out a form supplied by the District requesting such approval. This form shall be submitted to the Superintendent at least (5) school days prior to the start of the in-service program. The Superintendent will return this form to the employee indicating approval prior to the start of the in-service program.
- D. Credit shall be given using the formula: 15 hours of class time equals one graduate credit. For the purpose of compensation, these credits shall be treated as regular graduate hours. {Section 13.02 (B)}

ARTICLE XIV EXTRA DUTIES

Section 14.01 Extra Duty Pay

A. Coaching

- a. For the life of this agreement, coaching stipends will be paid according to the coaching stipend schedule in the appendix. All stipends will be based on an established percentage of the current year's teacher's salary schedule base step one, and will be converted to a weekly salary based on a ten week season. The weekly salary will be paid to the coach for services from the first day of practice to the last contest for the sport.
- b. In addition, coaches will be paid a longevity stipend of \$15 per week, or a minimum of \$150, for every five years of coaching service to the District.
- c. Fall and spring coaching stipends will be paid at the conclusion of the season. Winter coaching stipends will be paid in two installments, with the first paid during the second pay period in December, and the last paid at the conclusion of the season.

B. Extracurricular

For the life of this agreement, extra-curricular stipends will be paid in accordance with the stipend schedule(s) in the appendix. Stipends will be calculated using the current year's starting salary.

Section 14.02 Postings and Vacancies

- A. All extra-curricular positions will be posted or the president of the Association will be notified not later than May 15 except for chaperones and class advisors. All bargaining unit members, including incumbents will express a preference in writing not later than ten (10) days following posting. Failure to do so shall be considered a waiver.
- B. Positions will be filled by members of the bargaining unit, unless there are no applicants or the District feels the applicants are not qualified for the positions they seek in which case the District may fill the positions by appointment.
- C. During the duration of this Agreement any vacancy occurring shall be posted by notifying the Association President or by posting and thereafter the position will not be filled by permanent appointment less than three (3) school days from the posting. Nothing herein shall preclude a temporary appointment.
- D. Vocal and instrumental music directors will be filled by the music teachers who hold certification and are employed by the district.
- E. Functional status of clubs must be reviewed annually for continuation and must be approved by the superintendent.

Section 14.03 **Summer/Curriculum/Staff Development Work**

- A. Compensation for after school hours Curriculum/Instruction work, Summer Curriculum/Instruction work, after school hours Regents Review sessions, after school State Assessment Review sessions, tutoring or after school extra help period shall be on an hourly basis using the following formula:
- B. Step one of the current year's base Pay divided by $(185 \times 7.5) = \text{Hourly Rate}$
- a. 185 is the number of teacher days in the school year and
 - b. 7.5 is the number of teacher hours in a work day
 - c. 2014-15 example:
 $\$40,298 / (185 \times 7.5) = \29.04
 - d. 2015-16 example:
 $\$40,436 / (185 \times 7.5) = \29.14
 - e. 2016-17 example
 $40,575 / (185 \times 7.5) = \29.24
 - f. 2017-18 example
 $40,754 / (185 \times 7.5) = \29.37
- C. All activities must be pre-approved by the Administration.

Section 14.04 **Conducting Staff Development Activities**

- A. Pay for staff conducting Staff Development Work for staff of the Avoca Central School District shall be compensated on the hourly basis of \$60 per hour.
- B. All activities must be pre-approved by the Administration.

Section 14.05 **Teacher on Special Assignment**

A Teacher on Special Assignment is any bargaining unit member relieved of their classroom duties on a part time or fulltime basis for an entire school year to work with the administration on district-wide projects or programs. i.e.– Curriculum Coordinator or Athletic Director.

Listed below is additional information regarding teachers selected for this assignment:

- Job postings and the selection process will be done according to articles of the ATA contract.
- The bargaining unit member will maintain their seniority as it existed before becoming a teacher on special assignment. (As legally required by NYS statute)
- The teacher will receive all benefits as outlined in the ATA agreement.
- The teacher may be requested by the Superintendent to work up to an additional 20 work days over the summer between June graduation and August 31st. The teacher will be paid

an additional month's salary using the equation: (Total Salary/10 Months = 11 Month Salary)

- In recognition of the additional level of responsibility and necessary skills a teacher on special assignment will assume or demonstrate he/she will receive an additional stipend of:

Half Day.....\$2,500

Full Day.....\$5,000

ARTICLE XV PROFESSIONAL DEVELOPMENT STIPEND

All full-time and part-time members of the Avoca Teachers' Association, who start the school year in September can earn a \$350 stipend by completing one of the following:

1. At least 15 hours of approved in-service workshops, seminars, or other professional development sessions outside the school day. These must be related to the state standards, curriculum and assessments, or the certification/teaching area. Payment will be made upon submission of certificate of completion or attendance record.
2. At least 15 hours of approved curriculum writing completed outside the school day. This may include but is not limited to developing classroom teaching aides, manipulative, or learning centers. The curriculum work must be directly related to the state standards and assessments. Payment will be made upon implementation of the curriculum manipulative or learning centers.
3. Participation in an approved "Study Group" involving research and/or development of an educational best practice that leads to improved teaching strategies or student outcomes. Payment will be made when final projects are shared with the building or district staff or submitted for publication.

Prior approval will be granted by a committee of 2 teachers appointed by the Association and one Administrator appointed by the Superintendent.

Professional Development hours approved for this stipend will not be accepted for the requirements in Article XIV Salary, Section 13.03 D.

ARTICLE XVI TEACHER-ADMINISTRATION LIAISON COMMITTEE

A teacher-administration liaison committee shall be established to provide a forum for a continuing dialogue between the administration and the Association. No power of policy formulation shall be deemed to have been given this committee.

The committee shall be composed of the superintendent or their designee and such other members of the administrative staff as the superintendent shall designate; the president of the Association and other such members of the Association that the president shall designate, but limited to five (5) additional members.

Committee meetings may be called by either the Association president or the superintendent at a date, time and place convenient to both.

ARTICLE XVII TEACHER RECRUITMENT

All professional classroom openings shall be filled by persons certified in the area in which they will be teaching. Whenever a classroom vacancy arises, the superintendent shall promptly notify the president of the Association. A bargaining unit member may file an application for a position at any time whether a vacancy exists or not, and such application shall be kept on file and shall constitute an application at any time a vacancy occurs.

Members currently employed by the District will be given priority when teaching vacancies for which they are certified occur within the District.

ARTICLE XVIII TEACHER MENTORING PROGRAM

The Avoca Central School District and the Avoca Teachers' Association agree to participate in a teacher mentoring program. The parties also agree to adapt the program, through future memorandums, to meet the State Education Department Requirements effective in February, 2004.

A. Procedures

1. A committee made up of three teachers, appointed by the association, and two administrators will select and match the mentor with the teacher.
2. When selecting mentor teachers, the committee will ensure that each mentor has:
 - a. Volunteered to be a mentor
 - b. Tenure in the district
 - c. An awareness of the subject matter/curriculum
 - d. Knowledge of instructional/learning theory
 - e. Demonstrated transferal of theory into practice
 - f. Effective interpersonal communication skills
 - g. An understanding of the concept and value of continuous professional development
 - h. An understanding of the importance of confidentiality
3. It shall be the responsibility of the Teacher Mentor Committee to assign a mentor to assist those teachers with less than three years' experience. Once assigned, the mentor coordinator and the committee will provide each new mentor with training. The mentor will then meet with the new teacher to develop a mentoring program which is consistent with the guidelines set forth in the program guide.
4. Wherever possible the Teacher Mentoring Committee shall match the mentor and the new teacher in each of the following areas:
Tenure area
Certification
5. The mentor and the mentoring coordinator will plan for release time when the mentor may observe the teacher and assist in classroom/curriculum planning. This shall not conflict with the mentor's lunch and prep periods.

B. Confidentiality

1. Consultations and observations within the Teacher Mentoring Program shall be advisory and confidential and will in no manner whatsoever be evaluative. The evaluation of the teacher's performance will remain the responsibility of the appropriate administrator in accordance with the provisions of the negotiated agreement.
2. The performance of a member of the bargaining unit as a mentor will in no manner whatsoever be evaluated by the teacher being mentored and/or affect in a negative manner his/her evaluation as a teacher.

C. Immunity

1. No bargaining unit member who participates in the Teacher Mentoring Program either as a committee member or as a mentor may be required to appear at any disciplinary or termination hearing regarding a teacher involved in the Mentoring Program.

D. Compensation

1. Teacher mentors will receive stipendiary compensation as follows:
 - a. Mentoring Chairperson - \$500
 - b. Mentoring a first year teacher - \$500
 - c. Mentoring a second year teacher - \$300
 - d. Mentoring a third year teacher - \$150

If circumstances require a teacher to mentor more than one colleague, the teacher will be compensated for each colleague at the rate above.

ARTICLE XIX DISTANCE LEARNING

A. The use of Distance Learning shall not result in:

1. The reduction of the number of full-time equivalent (FTE) positions in the Avoca Teachers' Association bargaining unit.
2. The reduction of staff of the Avoca Teachers' Association bargaining unit from full-time to part-time.

B. Participation in the Distance Learning Program shall not be used, in any way, by the District to argue that the Association has waived any right or lost any exclusivity over its bargaining unit work.

C. Participating Bargaining Unit Members shall not be responsible or liable for the supervision and maintenance of discipline of students in the receiving school(s) when we are the sending site.

D. When Avoca is the receiving site, the District maintains the authority to assign non unit members to supervise students during the Distance Learning class.

- E. The teaching of Distance Learning courses shall be strictly voluntary.
- F. When Avoca is the receiving site, the district agrees to receive only those courses that enhance the existing curriculum and not to replace any course currently taught by a member of the association. However, if a teacher retires and the District is unable to hire a certified teacher, the association agrees to allow distance learning to provide curriculum continuity until a certified teacher is hired. This requires the district to conduct annual searches for a certified employee until the position is filled by a unit member.
- G. When the set up operation, transmission, and disassembly of Distance Learning equipment exceeds that which is normally required in similar courses taught in the District, the District shall provide qualified technical personnel to assist the teacher.
- H. The grading of Distance Learning Program student participants shall be the domain of the instructor. However, the instructor shall not be responsible for translating grades into a component district's grading system.
- I. Distance Learning class instruction is intended to be live and interactive. However, sessions may be taped if there is an interruption of transmissions due to emergency closing of the receiving schools (when Avoca is the sending school), equipment failure, and/or when there is a conflict at the receiving site when given prior knowledge of the conflict.
- J. Videotape or any other reproduction of the teacher's work performance in the Distance Learning Program may be used for teacher evaluation purposes only with the expressed written permission from the teacher and with administrator approval.
- K. All observation and/or evaluation of the work performance of the Distance Learning Program teacher must be done at the sending site in the classroom by the Avoca administration and shall conform in all other respects to the parties' collective bargaining agreement.
- L. Complaints with respect to a Bargaining Unit Member's performance originating in a receiving school shall be the responsibility of the receiving school's administrators to contact the sending school's administrator. When Avoca is the sending school, all rights afforded to the Bargaining Unit Member will be followed as stipulated in the current collective bargaining agreement.
- M. The instruction, transmission, and receiving of a Distance Learning Program course will correspond with the existing timeframe of scheduled classes when possible.
- N. There shall be no transmission, retransmission or reproduction of the Distance Learning Program courses beyond the participating districts without prior negotiation with and the expressed written approval of the participating bargaining agents.
- O. Participating Districts shall, from time to time, schedule visitation opportunities during the workday when Distance Learning Program instructors and students can meet to share learning and recreational activities to enhance the educational process. Distance Learning Program instructors shall be afforded the full release time necessary for these visitations.
- P. Each district, whether sending or receiving, shall provide necessary supplies and equipment for the instruction of each Distance Learning Program class.

Q. The class size of the Distance Learning Program classes shall be limited to a maximum of thirty (30) students. However, if circumstances should require the class size to exceed thirty (30) students, the parties agree to negotiate additional compensation and/or working conditions for the instructor.

ARTICLE XX RETIREMENT INCENTIVE

Section 20.01 Early Retirement Incentive

The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than March 4th of the year in which the retirement is to take place. The parties agree that the superintendent of schools may extend the deadline at his/her discretion. The total amount of Employer's Non-Elective Contribution for each employee, who is first eligible to retire under the New York State Teachers Retirement System without diminished benefits and fifteen (15) years or more years of service in the district shall equal ten thousand dollars (\$10,000) and shall be made in a lump sum payment to the member's account managed by the district's 403(b) plan sponsor. The Employer shall deposit the contribution no later than July 1st of the year in which the employee's severance of employment commenced. Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended.

- A. This agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- B. This agreement shall further be subject to the approval of the 403(b) Provider, which shall review the agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.
- C. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

Section 20.02 No Cash Option

No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

Section 20.03 Contribution Limitations

In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event,

no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and
- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971¹, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

Section 20.04 403(b) Accounts

Employer contributions from both the Retirement Incentive and unused sick leave as outlined in Article XXI of the Collective Bargaining Agreement shall be deposited into an ING 403(b) account. Each individual for whom an employer contribution is made, will designate the specific ING 403(b) investment accounts, into which the employer contribution shall be made.

Section 20.05 Tier I Adjustments

Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

¹ **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

Section 20.06

Employer Non-Elective Contribution Equal to Termination Pay

- A. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs his or her employment with the Employer during the contract year in which he or she becomes first eligible to retire under the New York State Teachers Retirement System without diminished benefits and fifteen (15) years or more years of service in the district, and who commences his or her retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days up to two hundred seventy-five (275) days multiplied by seventy-five dollars (\$75). The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than July 1st of the year in which the employee's severance of employment commenced.
- B. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs his or her employment with the Employer during the contract year and who is eligible to apply for and who commences his or her retirement from the state sponsored retirement system. If the covered employee does not commence his or her retirement during the year in which he or she becomes first eligible to retire under the New York State Teachers Retirement System without diminished benefits and fifteen (15) years or more years of service in the district, the amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days up to two hundred sixty-five (265) days multiplied by fifty dollars (\$50). The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than July 1st of the year in which the employee's severance of employment commenced.
- C. In no case shall an employee be eligible for both Section 20.06 A and Section 20.06 B.

ARTICLE XXI EXCELLENCE IN TEACHING MONIES

It is agreed between the Association and the District that the total Excellence in Teaching monies allocated to the Avoca Central School District for the duration of the contract will be distributed off the schedule.

It is further agreed that each bargaining unit member will share equally in the distribution of the Excellence in Teaching monies, with one partial payment being made in December of the school year involved and the balance paid in the final payroll check in June of the school year involved.

ARTICLE XXII SEXUAL HARASSMENT

Regulations governing sexual harassment shall be in accordance with the current Board of Education Policy, adopted on May 14, 2002. Any change in this policy will be made in conjunction with the president of the Association.

ARTICLE XXIII MAINTENANCE OF STANDARDS

Section 23.01 CONTINUATION CLAUSE

All other school rules and regulations, standards and customs relating to terms and conditions of employment presently existing at the signing of this contract are hereby continued. The parties agree to meet and discuss any proposed change in the rules and regulations, standards and customs. Any changes mutually agreed to will be reduced to writing and signed by both parties.

Section 23.02 SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any bargaining unit member or members shall be found 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 shall continue in full force and effect.

Section 23.03 ZIPPER CLAUSE

This agreement shall constitute the full and complete contract reached by the parties. Nothing may be added to, deleted from, changed, modified or altered without mutual, written consent of the representatives for the Avoca Teachers' Association and the Avoca Central School District.

ARTICLE XXIV DURATION

This Agreement shall become effective from the first day of July 1, 2014 through June 30, 2018.

This agreement constitutes the entire Agreement between the parties and supersedes any prior agreements or understanding with respect to the items covered by this Agreement.

APPLICATION FOR USE OF SICK LEAVE BANK

I, _____ am making application to borrow _____ days from the Avoca Central School Sick Leave Bank.

1. I have contributed to the Sick Leave Bank _____ Yes _____ No
2. I have exhausted all my sick leave _____ Yes _____ No
3. I will provide medical evidence as requested by the Sick Leave Bank _____ Yes _____ No

Teacher's Signature _____ Date _____

Last Day Worked _____

Physician's Name _____

Address _____

Telephone Number _____

Physician's State is Attached _____ Yes _____ No

PLEASE SUBMIT COMPLETED FORM TO THE ASSOCIATION PRESIDENT

LEVEL	STEP 1	14-15	15-16		16-17		17-18		
		<u>\$40,298</u>	<u>\$40,436</u>	<u>\$40,575</u>	<u>\$40,754</u>				
	% OF STEP 1	<i>Calculation of % Step 1</i>	WEEKLY SALARY						
<u>MODIFIED</u>									
Baseball	3.0	\$1,208.94	\$120.89	\$1,213.08	\$121.31	\$1,217.25	\$121.73	\$1,222.62	\$122.26
Basketball	3.0	\$1,208.94	\$120.89	\$1,213.08	\$121.31	\$1,217.25	\$121.73	\$1,222.62	\$122.26
Cheerleading	3.0	\$1,208.94	\$120.89	\$1,213.08	\$121.31	\$1,217.25	\$121.73	\$1,222.62	\$122.26
Soccer	3.0	\$1,208.94	\$120.89	\$1,213.08	\$121.31	\$1,217.25	\$121.73	\$1,222.62	\$122.26
Softball	3.0	\$1,208.94	\$120.89	\$1,213.08	\$121.31	\$1,217.25	\$121.73	\$1,222.62	\$122.26
Track	3.0	\$1,208.94	\$120.89	\$1,213.08	\$121.31	\$1,217.25	\$121.73	\$1,222.62	\$122.26
Volleyball	3.0	\$1,208.94	\$120.89	\$1,213.08	\$121.31	\$1,217.25	\$121.73	\$1,222.62	\$122.26
Wrestling	3.0	\$1,208.94	\$120.89	\$1,213.08	\$121.31	\$1,217.25	\$121.73	\$1,222.62	\$122.26
<u>JV</u>									
Baseball	5.0	\$2,014.90	\$201.49	\$2,021.80	\$202.18	\$2,028.75	\$202.88	\$2,037.70	\$203.77
Basketball	5.0	\$2,014.90	\$201.49	\$2,021.80	\$202.18	\$2,028.75	\$202.88	\$2,037.70	\$203.77
Cheerleading	5.0	\$2,014.90	\$201.49	\$2,021.80	\$202.18	\$2,028.75	\$202.88	\$2,037.70	\$203.77
Soccer	5.0	\$2,014.90	\$201.49	\$2,021.80	\$202.18	\$2,028.75	\$202.88	\$2,037.70	\$203.77
Softball	5.0	\$2,014.90	\$201.49	\$2,021.80	\$202.18	\$2,028.75	\$202.88	\$2,037.70	\$203.77
Track	5.0	\$2,014.90	\$201.49	\$2,021.80	\$202.18	\$2,028.75	\$202.88	\$2,037.70	\$203.77
Volleyball	5.0	\$2,014.90	\$201.49	\$2,021.80	\$202.18	\$2,028.75	\$202.88	\$2,037.70	\$203.77
Wrestling	5.0	\$2,014.90	\$201.49	\$2,021.80	\$202.18	\$2,028.75	\$202.88	\$2,037.70	\$203.77
<u>Assistant</u>									
Wrestling	6.0	\$2,417.88	\$241.79	\$2,426.16	\$242.62	\$2,434.50	\$243.45	\$2,445.24	\$244.52
<u>VARSITY</u>									
Baseball	7.0	\$2,820.86	\$282.09	\$2,830.52	\$283.05	\$2,840.25	\$284.03	\$2,852.78	\$285.28
Basketball	7.0	\$2,820.86	\$282.09	\$2,830.52	\$283.05	\$2,840.25	\$284.03	\$2,852.78	\$285.28
Cheerleading	7.0	\$2,820.86	\$282.09	\$2,830.52	\$283.05	\$2,840.25	\$284.03	\$2,852.78	\$285.28
Cross Country	7.0	\$2,820.86	\$282.09	\$2,830.52	\$283.05	\$2,840.25	\$284.03	\$2,852.78	\$285.28
Soccer	7.0	\$2,820.86	\$282.09	\$2,830.52	\$283.05	\$2,840.25	\$284.03	\$2,852.78	\$285.28
Softball	7.0	\$2,820.86	\$282.09	\$2,830.52	\$283.05	\$2,840.25	\$284.03	\$2,852.78	\$285.28
Tennis	7.0	\$2,820.86	\$282.09	\$2,830.52	\$283.05	\$2,840.25	\$284.03	\$2,852.78	\$285.28
Track	7.0	\$2,820.86	\$282.09	\$2,830.52	\$283.05	\$2,840.25	\$284.03	\$2,852.78	\$285.28
Volleyball	7.0	\$2,820.86	\$282.09	\$2,830.52	\$283.05	\$2,840.25	\$284.03	\$2,852.78	\$285.28
Wrestling	7.0	\$2,820.86	\$282.09	\$2,830.52	\$283.05	\$2,840.25	\$284.03	\$2,852.78	\$285.28

LONGEVITY \$ 15 PER WEEK IS ADDED FOR EVERY FIVE YEARS OF COACHING EXPERIENCE WITH THE DISTRICT

STEP 1					14-15	15-16	16-17	17-18	
				PERCENTAGE OF STEP 1	\$40,298	\$40,436	\$40,575	\$40,754	
					RATE	RATE	RATE	RATE	
SUMMER/CURRICULUM/STAFF DEVELOPMENT WORK					STEP 1/(185 X 7.5)	\$29.04	\$29.14	\$29.24	\$29.37
SEASONAL	ART SHOW CURATOR	2 positions		0.015	\$604	\$607	\$609	\$611	
YEAR LONG	ATHLETIC DIRECTOR			0.074	\$2,982	\$2,992	\$3,003	\$3,016	
SEASONAL	CHAPERONES/SCORE BOARD OPERATORS/CLOCKS		PER HOUR ROUNDED TO NEAREST WHOLE DOLLAR	0.0005	\$20	\$20	\$20	\$21	
YEAR LONG	CLASS ADVISORS	2 each	Grade 9	0.02	\$806	\$809	\$812	\$815	
		2 each	Grade 10	0.025	\$1,007	\$1,011	\$1,014	\$1,019	
		2 each	Grade 11	0.03	\$1,209	\$1,213	\$1,217	\$1,223	
		2 each	Grade 12	0.035	\$1,410	\$1,415	\$1,420	\$1,426	
SEASONAL		Academic All-Stars		0.02	\$806	\$809	\$812	\$815	
YEAR LONG	CLUB ADVISORS	Art, Athletic, Foreign Language, Honor Society, Math Counts, SADD, Shop, Ski, Drug Quiz, FTA, NJHS, Science		0.01	\$403	\$404	\$406	\$408	
YEAR LONG	CHEMICAL HYGIENE OFFICER			0.01	\$403	\$404	\$406	\$408	
YEAR LONG	CSE/CPSE			0.075	\$3,022	\$3,033	\$3,043	\$3,057	
YEAR LONG	CHORAL DIRECTOR			0.0322	\$1,298	\$1,302	\$1,307	\$1,312	
YEAR LONG	BAND DIRECTOR			0.0332	\$1,338	\$1,342	\$1,347	\$1,353	
SEASONAL	PRODUCTIONS	<u>MUSICAL</u>	<u>DRAMA</u>						
		Director	Director	0.04	\$1,612	\$1,617	\$1,623	\$1,630	
		Art Director	Props	0.0197	\$794	\$797	\$799	\$803	
		Stage Manager	Stage Manager	0.0197	\$794	\$797	\$799	\$803	
		Choreographer	House Manager	0.0197	\$794	\$797	\$799	\$803	
		Accompanist	Costumes	0.0197	\$794	\$797	\$799	\$803	
YEAR LONG	STUDENT COUNCIL			0.037	\$1,491	\$1,496	\$1,501	\$1,508	
YEAR LONG	YEARBOOK	Production		0.034	\$1,370	\$1,375	\$1,380	\$1,386	
YEAR LONG		Business		0.0255	\$1,028	\$1,031	\$1,035	\$1,039	

The stipends for Extra Duties are classified as either seasonal or yearlong activities. Teachers providing a yearlong service will have the appropriate stipend included with their annualized salary and will be paid bi-weekly for the services. Teachers providing a seasonal service will complete a claim form to be submitted to the payroll department for payment at the conclusion of the service.