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TA | 4522

**July 1, 2009 - June 30, 2013**

**AGREEMENT**

**THE AVON CENTRAL SCHOOL DISTRICT**

**- and -**

**THE AVON TEACHERS ASSOCIATION**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

DEC 04 2009

**ADMINISTRATION**

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## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Avon Central School District of Avon, New York, and the professional employees of the School District represented by the Avon Teachers' Association, this agreement will replace any previous agreement.

This AGREEMENT made this 14th day of September, 2009; by and between the Superintendent of the Avon Central School District, on behalf of the Board of Education of the Avon Central School District, hereinafter referred to as the "Board", and the Avon Central School District Teachers' Association, hereinafter referred to as the "Association".

WHEREAS, it is the intent and purpose of the parties to set forth herein the basic agreement covering wages and terms and conditions of employment to be observed between the parties hereto; and

WHEREAS 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 PROVIDING ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS BEEN GIVEN ITS APPROVAL.

NOW, THEREFORE, it is mutually agreed as follows:

## **ARTICLE 1 INTRODUCTION**

### Section 1.1 Recognition

The Board has duly adopted a resolution recognizing the Association as the collective bargaining representative for all regularly employed teachers including long term substitute teachers, teaching assistants, nurses, school psychologists, guidance counselors, social workers, speech and language pathologists, library media specialists, computer technician/teaching assistant, and excluding teacher aides, building principals, administrators and other support personnel employed by the district, and said recognition agreement shall be a part, of this Agreement.

### Section 1.2 Definitions

As used in the agreement, the following definitions shall have the respective meaning set forth below:

"School District" or "Avon Central School" means the Avon Central School District, Town of Avon, New York.

"Long-Term Substitute Teacher" means a full or part-time teacher who is substituting for a teacher on leave of absence.

"Board of Education" or "Board" means the Board of Education of the District.

### Section 1.3 Effect on Future Changes

Before the Board adopts a change in the policy which affects salaries, wages, hours, and other terms and conditions of employment the Board will notify the Association, in writing, that it is considering such change. The Association will have the right to negotiate such items as are mandatory subjects of bargaining with the Board, provided it files such a request with the Board within ten (10) working days after receipt of such notice. If such policy change(s) involve items on which PERB has not made a determination, such items shall be considered mandatory items of negotiations, provided either party may request PERB for a ruling on said item.

### Section 1.4 Complete Agreement

All agreements reached during the negotiations which led to this Agreement have been incorporated in this Agreement. This Agreement may be modified only through the voluntary mutual consent of the parties in a written signed amendment to this Agreement.

### Section 1.5 Savings

If any provision of this Agreement shall be finally determined by a court of competent jurisdiction to be explicitly and definitively prohibited by an applicable constitution or statute, then such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

### Section 1.6 Fee For Services

To provide the fair and equitable distribution of the financial burden of negotiating for the members of the bargaining unit and administering the agreement so negotiated, the Association shall be entitled to have deducted from the wage or salary of employees in the bargaining unit who are not members of the Association, an amount equal to the dues of the Association. Such deduction shall be made, as other Association members, on payroll deduction upon presentation to the District of the non-member's name. The deduction of any fee does not constitute Association membership. The Association will maintain a rebate procedure, a copy of which is available from the Association president, for portions of the fee objected to as being used to aid activities or causes only incidentally related to terms and conditions of employment.

### Section 1.7 Association Leave

The Association President and/or his/her designee(s) shall be allotted five (5) days to conduct Association Business. An additional five (5) days may be granted by the Superintendent if requested by the Association President. The substitute costs for these additional days shall be the Association's responsibility.

## ARTICLE II SCHEDULES AND ASSIGNMENTS

### Section 2.1 Work Day

The Association and Board shall require that all teachers in the Avon Central School District work 7 hours and 20 minutes every workday, inclusive of a one-half ( 1/2 ) hour lunch time. Starting and ending times for each teacher will be shared prior to August each year but will generally be 7:45-3:05 for teachers in grades 5-12 and 8:10-3:30 for teachers in grades K-4. Based on student management needs of a building, the Superintendent may adjust teachers' workday (reporting and ending times, not length of workday) up to one-half ( 1/2 ) hour. On Fridays and days before vacation, the time for 5-12 unit members dismissal shall be shortened to fifteen (15) minutes after student dismissal. On Mondays and days after vacation, K-4 unit members shall arrive 30 minutes prior to the student arrival time.

Additionally, unit members will be required to work two (2) days per month beyond the normal workday for purposes of various staff meetings. This extension will not exceed an additional one-half (1/2) hour per day. The schedule for these meeting days will be mutually agreed upon between the principal and the respective School Improvement Team after the school calendar has been adopted by the Board of Education and prior to the last teacher workday of the previous school year.

The normal work day for teaching assistants shall be seven (7) hours inclusive of a one-half (1/2) hour lunch break. Additional hours required beyond this will be paid at the teaching assistant's regular hourly rate. The length of the work day for nurses shall be 7.5 hours, which shall include one-half (1/2) hour lunch break. Reporting and ending times shall be established annually in accordance with District needs.

### Section 2.2 Work Year

The normal work year for all unit members is 186 days. Three (3) additional days shall be added to the teacher work year for purposes of in-service/staff development training. These days shall be paid at the rate of \$25.00 per hour. The parties shall mutually develop the scheduling and use of these days. Guidance counselors, school psychologists, curriculum coordinator, nurses and technology coordinator may be approved by the Superintendent for up to 20 additional days per year at 1/200<sup>th</sup> of the annual salary.

If two or more emergency days have not been used by May 1 of the school year, the Superintendent will determine a date around the Memorial Day recess on which students shall be released from attendance while staff shall report for activities such as curriculum writing, professional development, grade level articulation, etc., as determined by the District.

### Section 2.3 Work Load

The Board of Education will try to maintain classes equal to or smaller than the maximum limits set by the New York State Education Department.

Classes larger than the maximum agreed upon must be discussed with the Department, Administrator and teacher.

Learning abilities of students shall be considered a major factor in determining work load in grades K-6.

The normal daily load for teachers shall be no more than 300 minutes of student contact time during the student day, consistent with all other provisions of this section. This section does not apply to student contact time outside the student day.

The normal weekly load for teachers in grades 7-12 shall consist of thirty (30) periods per week. Teachers will have a maximum of twenty-five (25) teaching periods per week, with the remainder of the thirty (30) periods consisting of AIS, electives, or administrative assignments.

Teacher preparations in grades 7-12 shall be limited to three (3) different preparations consistent with the nature of the subject area, the size of the Department, and the specific offerings of the Department. Assignment to teach Academic Intervention Services (AIS) will constitute a separate preparation. The teacher, the Department Head and the Administrator shall discuss the assignment. Final decision will remain with the Administrator.

Tenured teachers in grades 7-12 may voluntarily accept additional teacher preparations, assignments, or teaching periods. Non-tenured teachers in grades 7-12 may voluntarily accept additional teacher preparations, assignments, or teaching periods only with the approval of the District, the unit member and the ATA.

Notification of tentative assignments for all teachers will be given by June 15. Efforts will be made by the District for earlier notifications if possible. By June 1 the Association will be given a status report on the tentative assignments for the subsequent school year. Teachers will be notified as soon as possible of any change after these dates.

On or about August 15 of each year, all K-6 classroom teachers shall be notified in writing of all changes in their class lists for the coming school year that were in place prior to the close of the previous school year. Such notification shall contain the names of students and the reasons for all changes.

#### Section 2.4 Open House and Parent-Teacher Conferences

A. Open houses held for the benefit of parents during the evening hours in the fall semester are to be considered part of the normal professional duties for all teachers. Necessary absences must be approved by the Building Principal.

B. Parent-teacher conferencing at the K-8 level shall occur on two (2) early dismissal days per semester with flex time for teachers.

C. 9-12 teachers shall make themselves available to conference with parents in or out of the workday at mutually agreeable times.

Section 2.5 Teaching Assistants

The Superintendent shall be responsible for job descriptions, which shall be sent to the Association for the Association's input prior to submission to the Board.

Section 2.6 Cafeteria Supervision

A teacher in grades 5-12 may be assigned to cafeteria supervision. The assignment of this duty shall be made as fairly as possible. Any teacher who is assigned to cafeteria duty over and above six (6) regular assignments will be compensated as extra duty.

Section 2.7 Travel Time

Any unit member who is required to travel between buildings shall be provided with travel time. This time shall not be taken out of daily preparation time or the unit member's duty free lunch period.

Section 2.8 Calendar

A. Upon adoption of the following year's District calendar, each building principal will convene a building committee comprised of unit members and staff members to establish dates for the next year's school activities.

B. Representatives from each building committee (administrators and teachers) will meet to make necessary changes to avoid conflicts before submission to the Superintendent.

C. These dates are to be submitted, upon completion, to the Superintendent who will assemble a K-12 composite activities calendar.

D. The Superintendent will notify the Association President by June 1 of each school year regarding the calendar for the last week of school for K-8 grades.

**ARTICLE III  
PERSONNEL MATTERS**

Section 3.1 Seniority – General Rules

A. Seniority shall be defined as length of continuous service with the District. Seniority will be computed from the first day of work as provided herein associated with the most recent hire in the district. Unpaid leaves of absence greater than 20 days in length shall not count towards seniority, but they shall not constitute a break in continuous service.

B. Seniority will be calculated in months and days of service. A unit member will be credited with a month of service for each full month a unit member is actively employed and for every 20 days of active employment separated by time. A unit member shall be credited for a

day of service for each day of active employment. Notwithstanding the foregoing no seniority credit shall be granted for employment during the months of July or August nor may a day of active employment be counted more than once.

C. When there is a tie in seniority between two or more unit members, the tie shall be broken by giving greater seniority:

1. to the unit member whose Board appointment date was earliest;
2. in the instance of the same Board appointment date, to the unit member whose appointment resolution appeared first in the Board minutes;
3. in the instance of a joint appointment resolution, by drawing names from a hat when both parties are present.

D. Service as a part-time teacher will count toward the calculation of seniority when such service immediately precedes and is continuous with services as a probationary teacher in the same tenure area or where the part-time service results from the reduction by the District of a full-time probationary or tenured teacher. All other part-time service after July 1, 1986 will not count towards the calculation of seniority.

E. Service as a full-time long-term substitute will count toward the calculation of seniority when such service immediately precedes and is continuous with service as a probationary teacher in the same tenure area.

F. The continuity of District service will be broken by a resignation or dismissal.

G. By February 1st of each school year the Superintendent shall distribute to each unit member and to the Association a copy of the seniority list for each tenure area. Any unit member who disagrees with his or her placement on the seniority list or with the placement of any other unit member on a list shall notify the Superintendent of the disagreement, in writing, within thirty (30) days of receipt of the list. Failure to notify the Superintendent of any disagreement with respect to the relative placement of unit members on the list shall constitute a waiver of the right to raise any disagreement with respect to the relative placement of unit members on the list at any future date.

### Section 3.2 Reduction in Force

If there is to be a reduction in the number of teachers employed by the District due to layoff, or if there is to be a recall, the following procedure shall apply.

1. As used in this article, "vacancy" shall mean a full-time position for which there is no incumbent and for which service counts toward probation and tenure or a part-time position for which there is no incumbent.
2. The Association will be notified in writing prior to any action by the District that

layoffs are being considered and the number of teachers to be laid off. Such notice shall be no fewer than fourteen (14) calendar days before the action is presented to the Board of Education for decision.

3. The reduction in force will be accomplished through attrition to the extent possible.
4. If there is to be a reduction in the number of positions in tenure area, teachers serving in that tenure area shall be laid off in the inverse order of their seniority in the tenure area of the position abolished - i.e., the least senior teacher first.
5. Following any displacement rights provided by the Education Law, the District will place the laid off teacher in another vacant teaching position within the District for which the teacher is certified except in extraordinary circumstances.
6. Any teacher laid off because of position abolition or consolidation will have his/her name placed on the preferred eligible list for recall to vacancies and openings in the tenure area in which he/she last served in the District. His/her name shall remain on the preferred eligible list until such time as he/she accepts recall to a vacancy in the District, but not longer than seven years.
7. When a vacancy exists, teachers on the preferred eligible list for the tenure area in which the vacancy exists will be recalled in accordance with their seniority in the District.
8. When a teacher is recalled pursuant to this section, he/she shall have restored upon recall all benefits which are accumulated on a time basis (i.e., seniority, sick leave, etc.) to the extent he/she had accumulated them on the day of work before he/she was laid off.
9. Any teachers so laid off shall be given preference for substitute teaching for the next school year unless that teacher is no longer on the preferred eligibility list.
10. For a period of three months after the effective date of the layoff, the District shall continue the laid off teacher as a member of the District health plan in which the teacher is enrolled on the date of lay-off and shall continue to pay the District's share of health insurance plans as provided for in this contract.

### Section 3.3 Notice of Vacancy to Part-Time Unit Members

A. For purposes of this section a vacancy shall mean a full-time probationary position or a part-time position for which there is no incumbent.

B. The notice required in this section shall be sent by certified mail or personal delivery with a signed receipt to part-time unit members currently employed and part-time unit members laid off for a period of less than three years.

C. When a vacancy exists, the Superintendent will send to those referred in

paragraph B a letter of notification of the vacancy. The individual shall have fourteen (14) school business days from the date of the notice to apply, in writing, for the position.

D. The fourteen (14) school business days time period may be waived in writing by the Superintendent or designee and Association President or designee.

#### Section 3.4 Transfer

Transfer shall be defined as being moved from one building\* to another building. When there is a need to transfer, volunteers will be first sought by posting the transfer. If there are not sufficient volunteers for the transfer, teachers will be transferred based on inverse order of seniority.

(\* "Building" shall be defined as each physical structure having its own Building Principal.)

#### Section 3.5 Resignations and Dismissals

Any teacher/Teaching Assistant desiring to terminate his/her employment with the District shall notify the Superintendent in writing at least thirty (30) days prior to the effective date of the termination. The District shall notify any teachers/Teaching Assistants in writing at least thirty (30) days prior to the effective date of termination by the District.

No teacher, after two years of employment, shall be dismissed or deprived of any professional advantage without just cause. This clause excludes part-time and long-term substitute service, except that this clause will apply when such part-time or long-term substitute service has been credited as seniority pursuant to Section 3.1(E).

#### Section 3.6 Unit Member Evaluation

The professional performance process described in the Annual Professional Performance Review Plan that was achieved by consensus of the APPR Plan Team, approved by the ATA, and adopted by the ACS Board of Education will be adhered to. The APPR Planning Team reaching the aforementioned consensus will be comprised of: two (2) unit members from each building (as selected by the ATA), two (2) administrators (as appointed by the Superintendent), the ATA President (or designee), and the Superintendent (or designee).

#### Section 3.7 Mentoring

The purpose of mentoring is to foster the development of teachers, help retain good beginning teachers and to familiarize them with policies, procedures and programs of the District.

##### A. Mentor Committee:

1. Membership - 3 teachers (1 teacher from each building, selected by the ATA), 1 administrator, and the Curriculum Coordinator/Staff Developer. The Superintendent of Schools and ATA President are "ex officio members".

2. All decisions of the Committee will be achieved by consensus.
3. All memberships will be for 2-year terms, with no limit on the number of terms.
4. The Mentoring Committee will meet at least once every 10 weeks to review and evaluate the success of the program and the assignments.
5. The Committee will elect its own chairperson(s).

B. Release Time/Compensation:

1. Year 1 of mentoring:  
The mentor shall receive a stipend of \$650 for the year. There will be eight (8) release days given per year. The release days are a total to be shared by the mentor and intern.
2. Year 2 of mentoring.  
The mentor shall receive a stipend of \$650 for the year. There will be four (4) release days given per year. Release days are to be shared by the mentor and intern.
3. Year 3 of mentoring:  
The mentor and intern will maintain a collegial relationship without compensation or release days.
4. Retirees as mentors:  
Retirees who are appointed as mentors will receive a stipend of \$1,170 for the year. Release days are not necessary.
5. Substitutes:
  - (a) Long-Term Substitutes who are hired for a period of 12-20 weeks will be mentored. Mentors will receive a stipend of \$200. However, they will not be given release time.
  - (b) Long-Term Substitutes who are hired for a period that exceeds 20 weeks will be mentored. Mentors will be given a stipend and a quantity of release days that are pro-rated; e.g., if a long-term substitute is expected to be of service for 30 weeks (i.e., 3/4 of the school year), the mentor will receive a stipend of  $3/4 * \$650$  (\$487.50) and  $3/4 * 8$  days (i.e., 6 days) will be available for release time to be shared between the mentor and the intern. If the mentor is a retiree, there will be no release time and the retiree will receive a pro-rated portion of the stipend indicated above.

Section 3.8 Tenured Teacher/Teaching Assistant Discipline/Dismissal

A. Discipline - The following procedures shall apply in replacement of the procedures specified by Education Law Section 3020-a.

1. The tenured unit member and Association President shall be served with a copy of the charges and notice of the measure of discipline sought to be imposed.
2. The tenured unit member will, within 10 calendar days of receipt of the charges, file a written election with the Superintendent either waiving or requesting a hearing on the charges.
3. If the tenured unit member fails to request a hearing as set forth in paragraph 2 or waives a hearing, the Board shall impose the discipline proposed.
4. If the tenured unit member requests a hearing, that hearing will be held before a sole arbitrator in accordance with the rules of the American Arbitration Association (AAA). The Association and the District shall immediately choose an arbitrator in accordance with the rules of the AAA and hearings shall be scheduled and held as expeditiously as possible. The District will pay the costs of the arbitrator and filing fee, if any. The hearing shall proceed on the basis of the charges but the penalty sought to be imposed will not be divulged to the arbitrator.

B. Dismissal

1. If the District seeks the dismissal of a tenured unit member charges shall be preferred and served on the unit member and Association. President in accordance with the provisions of the Education Law.
2. The tenured unit member will, within 10 calendar days of receipt of the charges, file a written election with the Superintendent either waiving any hearing, or electing that the charges be heard under Education Law Section 3020-a, or electing that the charges be heard by a sole arbitrator under this Article.

C. If the tenured unit member is suspended, such suspension shall be in accordance with the Education Law.

D. The arbitrator shall determine whether there is just cause for disciplinary action against the tenured unit member and, if so, direct an appropriate penalty which may be different from those specified in Education Law Section 3020-a.

E. The determination of the arbitrator shall be final and binding on all parties.

Section 3.9 Personnel File

Unit members will have the right, upon request, to review the contents of their personnel file and to make copies of any documents in it. The unit member is entitled to have a representative of the Association accompany him/her during such review.

No material derogatory to a unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the unit member has had an opportunity to review such material. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature within three calendar days of receipt, which in no way indicates agreement with the contents thereof. The unit member will also have the right to submit a written response to such material and his/her response shall be reviewed by the Superintendent and attached to the file copy. The unit member shall sign the material and submit a response, if any, within thirty (30) calendar days of receipt of the material.

Any significant complaint regarding a unit member to be investigated by the District will be promptly called to the attention of the unit member. The unit member shall be informed in writing of the results of the investigation upon completion of that investigation by the District.

**ARTICLE IV  
CURRICULUM AND STAFF DEVELOPMENT**

Section 4.1 Curriculum, Planning, Revision and Development

Teachers working on administrative preapproved curriculum planning, revision and development beyond regular working hours or during the summer vacation will be compensated at the current curriculum writing rate and will be paid in full after completion of the project. The intent of the project and the time allotment will be approved in written form by the building administrator.

Section 4.2 Professional Development

Recognizing the need to update teaching methods in all areas, the Board of Education shall try to provide in-service programs that have been planned by the professional staff and recommended to the Board for their consideration. The requests for such programs shall be presented before April 1 so that the budget may reflect such programs if approved by the Board of Education.

Section 4.3 Academic Freedom

The Board and the Association recognize that the maintenance of a climate of intellectual freedom is fundamental to the learning process. The Board and Association, therefore, agree that all teachers will:

Provide resources that will enrich and support the curriculum, taking into consideration the varied interests, abilities and maturity levels of the pupils;

Provide resources that stimulate growth in factual knowledge, literary appreciation, aesthetic and ethical values; and

Provide resources on opposing sides of controversial issues which enable pupils to make intelligent judgments.

Furthermore, the Board and the Association agree to take appropriate action to defend academic freedom whenever it is threatened in the District. The procedure will be to settle the action at the building level first; if no agreement, an appeal may be made to the Faculty Committee; and if no agreement, an appeal may be made to the Board of Education.

All complaints concerning academic freedom must be filed in writing.

## **ARTICLE V LEAVES OF ABSENCE**

### Section 5.1 Personal Days

Three (3) personal days will be allowed for personal business or legal transactions. A written application must be filed with the Superintendent at least five (5) days in advance, if possible. No personal days shall be permitted on the days immediately preceding or following days of school recess, unless prior written approval is given by the Superintendent because of dire or unusual circumstances, the Superintendent's determination to be final. The unused personal days will be added to the accumulated sick leave of the unit member at the end of the school year. Once credited, such days will be available for purposes defined in Section 5.2 only. No explanation for personal days will be required, but such days may not be used, in whole or in part, for purposes such as vacations or personal recreation.

### Section 5.2 Sick Leave

All regular full-time unit members shall be entitled to an allowance for absence with full pay, under the following conditions:

A. In case of personal illness or accident, making it impossible for the unit member to perform his/her regular duties.

B. In case of accident or illness in the immediate family, or the adoption of a child, five (5) days of sick leave annually may be used. Immediate family shall be: parents, grandparents, spouse, corresponding in-laws, siblings, children and any other individuals who reside with the unit member. The Superintendent may grant additional days off in extraordinary circumstances.

C. Each year unit members shall be credited with one (1) day of sick leave for each full month of work scheduled, to be credited upon the first day the unit member is in attendance for that year. Unused days may accumulate to a maximum of the number of days the individual is normally scheduled to work. For purposes of retirement payout only for this contract (Section

6.11) there is no limit on accumulation of days. Part-time unit members accumulate sick days pro-rated based on their normal workday. Full-time unit members moving to part time or part-time unit members moving to full time shall have their sick leave days adjusted accordingly. For example, a one-half time unit member with 30 half-days of sick leave shall be adjusted to 15 days for full-time employment.

D. In case of an "on the job injury", the unit member shall receive the regular compensation insurance benefits. The unit member may apply for unused days of sick leave benefits.

E. Special requests may be filed for the allowance of absences for other emergency reasons, such as appearance in Court, severe storm, moving or other causes beyond the control of the unit member. Doctor and dental appointments should be scheduled outside of the school day.

Where this is not possible, a maximum of two days of sick leave per year may be used for such absence upon a prior request approved by the building principal. Additional days necessitated as a result of the unit member's unique circumstances may be allowed by the Superintendent.

F. At the discretion of the District, a doctor's certificate is to be filed for any absence of three (3) consecutive days or more as a result of illness or accident and in the case of sickness immediately prior to or after a vacation period.

G. Unit members who are to be absent in the morning are to report this fact as early as possible, and preferably not later than one hour before the start of the assigned work day.

### Section 5.3 Bereavement Leave

Each unit member shall be allowed up to five (5) days per occurrence for the death of their father, mother, spouse, child or any other individuals who reside with the unit member. Up to four (4) days will be allowed for grandparents, grandchild, legal guardian, sister, brother, son-in-law, daughter-in-law, mother/father/brother/sister of an employee's spouse, and the brother-in-law or sister-in-law of the employee or employee's spouse. These days will not be deducted from the unit member's accumulated leaves. The Superintendent may grant additional days off in extraordinary circumstances.

### Section 5.4 Leaves Associated with Child Rearing

#### A. Child Birth

When a leave for purposes of childbirth is needed, the unit member shall make a written request for a leave due to disability associated with childbirth. Such notice shall include the expected dates of delivery and end of disability associated with pregnancy. The unit member may use their sick leave time to continue to receive their regular pay during their period of disability.

## B. Child Rearing

A unit member shall be granted an unpaid leave of absence, for up to four (4) semesters to care for a newly born or newly adopted child who is a resident in their home. The unit member shall provide written notice to the Superintendent as far in advance as possible. Such notice shall set forth the reason for the leave and the date the leave is to begin and end. The leave shall begin on the date requested by the unit member or on the date a unit member's disability associated with pregnancy ends. The leave shall end on the last day of the semester in which the leave begins or on one of the next three (3) succeeding semesters as determined by the unit member. The leave may also end on a date that is mutually agreeable to the District and the unit member. The unit member shall confine their intent to return from an unpaid childcare leave sixty (60) calendar days before their scheduled return to work. If the unit member requests fewer than three (3) semesters originally, they may extend the original leave once (not to exceed four (4) semesters in total) by giving sixty (60) calendar days written notice.

## C. Adoption

Upon written application to the Superintendent, a unit member will be granted an unpaid leave of absence for up to fifteen (15) school days for responsibilities in connection with the adoption of a child. The unit member must give written notice at least thirty (30) calendar days in advance of the expected leave, unless evidence is provided to the satisfaction of the District that such notice was not possible, in which event notice must be given as soon as possible. The leave application will contain the expected commencement and expiration dates of the leave. Upon application, and with approval of the Board, the leave may be terminated early.

### Section 5.5 Jury Duty

Unit members shall be excused for jury duty with regular pay.

### Section 5.6 Sick Leave Bank

A. A sick leave bank shall be maintained as follows:

- (1) Each new unit member shall contribute one day to the bank at the end of the first month of employment. The District will contribute one-half day to the bank.
- (2) When the number of days in the bank drops below 100, the ATA will request voluntary contributions from the unit members to be made within thirty (30) days. The ATA will provide the Superintendent written notice of the days contributed by unit members.
- (3) If after step 2 above the number of days in the bank remains below 100, each unit member will contribute one day to the bank. The District will contribute one-half of an equal number of those days contributed in this step.

B. Use of the sick leave bank will be permitted on the following terms:

- (1) The unit member shall have used all of his/her personal accumulated sick leave days and completed a waiting period of three unpaid days;
- (2) The unit member must be absent from work due to sickness or injury for 35 consecutive school days;
- (3) The unit member may draw sick leave days from the bank to a limit of 184 consecutive schooldays;
- (4) The District may require doctor's evidence of the illness or injury necessitating use of the sick leave bank when the unit member returns to work.

C. At the beginning of each school year, the District shall give the Association President a report as to the use of the sick leave bank in the previous school year and the number of days remaining in-the sick leave bank.

#### Section 5.7 Family and Medical Leave

All leave and benefit provisions of this contract will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993, where applicable. FMLA leave and benefits will be applied for eligible employees if the contractual leave and benefits provide less than the FMLA.

## **ARTICLE VI**

### **COMPENSATION**

#### Section 6.1 Salary and Wages

For the 2009-13 school years, returning teachers will receive the increases according to the schedules reflected in Appendix A.

#### Section 6.2 Tuition Reimbursement

Teachers shall receive tuition reimbursement (rather than salary credit) not to exceed the SUNY rate for graduate work at an accredited institution. If a teacher desires tuition reimbursement, the request must be approved by the Superintendent prior to the 1<sup>st</sup> day of the course and the teacher must successfully complete the course as determined by the institution of higher learning.

Reimbursement of tuition shall occur as follows:

Submission of Successful Completion by:	Reimbursement by:
September 21	2 <sup>nd</sup> pay in October
January 21	2 <sup>nd</sup> pay in February
June 30	July 30

### Section 6.3 Adult Education

The salary for certified teachers of approved Adult Education Courses shall be at the curriculum writing rate.

### Section 6.4 Extra Duties

All pay for extra duties will be paid pursuant to and consistent with the schedules reflected in Appendix C. Assignments for supervision of athletic, social and other events will be made, as far as possible, on a volunteer basis. Insufficient volunteers will require assignment on a rotating basis of K-12 in their respective buildings.

### Section 6.5 Athletic Coaching

Unit members appointed as coaches of the various sports will be paid pursuant to and consistent with the schedule in Appendix B. A coach shall receive all pay for athletic coaching at the end of the season. Payment for the coaching services will not be made to the teacher until the administrative details of the coaching position have been completed and the Athletic Director has signed a release authorizing the final payment.

### Section 6.6 Teaching Assistants as Substitute Teachers

A teaching assistant substituting for an absent teacher for a day will receive the substitute teacher rate or their normal rate, whichever is greater.

### Section 6.7 Nurse Relicensing Fee

The District will pay the relicensing fee for nurses.

### Section 6.8 Pay Periods

Unit members shall be paid every other Thursday, beginning on the second Thursday following the opening of school. Each unit member shall choose one of the two following pay schedules: equal pay periods through the school year, or twenty-six (26) equal pay periods, the last six (6) of which shall be paid the last pay day of the school year.

Payroll deduction privileges shall be granted for all unit members. Unit members can start payroll deduction or make changes whenever necessary.

Section 6.9 Salary Calculation for Teachers

For a teacher who does not complete the full school year, the salary shall be at the rate of 1/10 of the annual salary for each full month of service. For a teacher with service less than a month, the remuneration shall be as follows:

A teacher who does not perform all the services required of teachers during a month should be reimbursed as follows: if the teacher provides service for half or less of the working days in the month, they shall be at the rate of one two hundredths of his/her annual salary for each day worked. Similarly, if a teacher works more than half of the required working days in a given month, but is absent without authority for the remainder of such working days, a deduction of one two hundredths of his/her annual salary should be made for each of the days of unauthorized absence.

Section 6.10 Medical Reimbursement Fund

A medical reimbursement plan shall be in effect for unit members. This plan shall be administered by the Association or its designated representative.

Section 6.11 Medical Insurance Plan

The District will contribute towards the premium of the Genesee Area Health Care Plan (GAHP), including prescription coverage, Dental 1 rider, and Vision rider for all unit members choosing to enroll in that plan, the following: 75% for those employed .8 FTE or more; 50% for those employed .5 FTE to less than .8 FTE; and nothing for those employed less than .5 FTE. Part-time unit members hired before 7/1/09 are grandfathered at the same rate of district contribution as full-time unit members. All unit members newly hired on or after 9/1/05 who desire to enroll in insurance must enroll in the GAHP plan. Unit members subscribing to the GAHP Health Plan may choose to enroll in the Dental 2 or the Smile Saver rider; however, any additional premium rates over the Dental 1 rider will be borne by the unit member.

For unit members who choose to enroll in the Blue Cross and Blue Shield NMCMSDP plan, the district rate of contribution shall be as follows: for unit members hired before 7/1/01, the District will pay 95% of the premium; for unit members hired on or after 7/1/01 but before 9/1/05, the District will pay 85% of the premium. For unit members hired before 9/1/05 who change health insurance plans to the NMCMSDP after 7/1/09 the District will contribute 75% towards the premium of the plan chosen.

For all unit members who choose to enroll in other District health plans (i.e., Blue Select or Preferred Care) and who were hired before 7/1/01, the District will contribute \$7,800 per year for Family or Sponsor coverage or \$3,525 per year for Individual coverage. For all unit members who choose to enroll in other District health plans (i.e., Blue Select or Preferred Care) and who were hired after 7/1/01 but before 9/1/05, the District will contribute \$6,980 for Family or Sponsor coverage or \$3,155 for Individual coverage.

Unit members married to another District employee, enrolling in health insurance after June 1, 2005 may elect to enroll in either two single District health plans or one family/sponsor District health plan.

For those unit members who desire to continue enrollment in the Guardian Dental plan, such participation will be with no District contribution.

#### Section 6.12 Health Insurance Buy-Out Program

To participate in the District health Insurance buy-out program the unit member must meet the following criteria:

1. Any unit member, as of June 1, 2009, participating in the District health Insurance buy-out program may continue to participate in the program; OR
2. Any unit member who receives District health insurance as of June 1, 2009 may participate in the District health insurance buy-out program; AND
3. Show proof to the District of an alternative source of health insurance; AND
4. Employees who receive health insurance through a spouse employed by the District do not qualify for the District health insurance buy-out program.

If the above criteria are met the District will pay a yearly health insurance buyout as follows: \$2,000 per family plan, per year. \$1,000 for single or two-person plans per year. Payments will be made to the employee at the end of June after the employee has ceased membership in the District health insurance plan. Partial years will be pro-rated. If an employee wishes to re-enter the District health insurance plan, they will need to wait for the annual open enrollment program. Employees will re-enter the plan under the criteria in the contract at time of re-entry, i.e., whatever applies for new employees. If an employee has a qualifying event (as defined by the insurer) they may re-enter the District health insurance plan as soon as practical. If two (2) unit members who are spouses were enrolled in 2 separate District health insurance plans on June 1, 2005 (e.g., one member was enrolled in a single plan while the spouse was enrolled in a sponsor/family plan) and they choose to combine into one family plan, the employee that drops coverage will not be eligible for this benefit.

#### Section 6.13 Retirement Sick Pay Compensation

Any unit member who, is eligible to retire under the New York State Teachers Retirement System, has a minimum of ten years service in the District, and has accumulated sick leave, may, after notifying the Board of Education in writing by February 1 prior to June 30 retirement or six (6) months prior to the day of retirement if not June 30, choose either of the following plans:

1. Payment of \$40.00 for each accumulated sick leave day in his or her last year of employment. Payment of this lump sum will be made into a 403-B plan within 30 days of

retirement, subject to applicable IRS rules. OR

2. A unit member who retires when first eligible as described above, shall have the option of utilizing subsection 1 above or receiving a payment of \$5000 plus \$25 per sick leave day all paid as a lump sum into a 403-B plan within 30 days of retirement, subject to applicable IRS rules.

#### Section 6.14 Reimbursement For Personal Belongings

The District will reimburse unit members for the reasonable cost of any clothing, dentures, eyeglasses, hearing aids or other similar items which are damaged or destroyed while the unit member is acting in the discharge of his/her duties within the scope of his/her employment.

#### Section 6.15 Tax Sheltered Annuity

Any unit member can participate in any of the six (6) plans currently in use. Upon mutual agreement of the Association and the District, additional plans may be added or removed to a maximum of ten (10) plans. Any unit member already in a tax sheltered annuity plan shall be permitted to remain with the company the unit member previously selected provided that Company has signed an information sharing agreement with the District as required by the IRS 403(b) regulations.

#### Section 6.16 Death and Dismemberment Policy

All unit members will be provided a death and dismemberment policy covering work-related accidents.

#### Section 6.17 Flexible Spending Account

A Flexible Spending Account will be made available to unit members by the District to be utilized consistent with Section 125 of the I.R.C.

#### Section 6.18 Non-Resident Staff

Children of full-time unit members who do not reside in the District will be admitted to District schools upon written application to the Superintendent and shall comply with the criteria for non-resident students in Board policy.

#### Section 6.19 Long-Term Substitutes

A. If a long-term substitute is replacing a unit member on leave of absence for less than one-half (1/2) of the school year, he/she will be compensated at the rate of 120% of the daily sub rate for each day. He/she will receive no other benefits.

B. Replacing a unit member on leave for one-half (1/2) school year, but less than one (1) school year will receive level A of the Appendix A schedule for the appropriate title and sick

leave only, prorated for length of appointment.

C. Replacing a unit member on leave for one (1) school year or more will receive level A of the Appendix A schedule for the appropriate title and benefits.

Section 6.20 Salary Calculation for Teaching Assistants

Teaching Assistants shall be paid forty percent (40%) of the appropriate level of the Teacher Salary Schedules in Appendix A. Teaching Assistants off-schedule will receive an increase of 2.8% plus \$400 in each year of the contract.

Section 6.21 Salary Calculation for Nurses

Nurses shall be paid ninety percent (90%) of the appropriate level of the Teacher Salary Schedules in Appendix A. Nurses off schedule will receive an increase of 2.8% plus \$400 in each year of the contract.

Section 6.22 Department Heads

Department Heads will receive \$275 per day for three (3) days of work during the summer.

**ARTICLE VII  
DISPUTE RESOLUTION**

Section 7.1 Grievance Procedure

A grievance is a complaint by a unit member, or group of unit members, of an alleged violation, misrepresentation or inequitable application of the terms of the contractual agreement or any Board policy that involves terms and conditions of employment.

No alleged violation shall be entertained and shall be deemed waived unless submitted in writing within thirty (30) school business days after the aggrieved party knew of the act or conditions upon which the alleged grievance is based. The time limits at any step of this procedure may be extended only by mutual consent between the Association and the District.

Step 1: Informal Stage:

Any unit member having a grievance will discuss it with their Building Principal or Supervisor, directly or through a representative appointed by the President of the Association, with view of settling the grievance informally.

The discussion must be identified as step 1 for the grievance procedure. The immediate supervisor will render their decision, orally, within five (5) school business days of the initial discussion. If no resolution is reached at step 1, the two (2) parties will sign and date a document showing that they have completed step 1 with no resolution being found. The document will also include the date the informal discussion took place.

Step 2: Formal Stage, Appeal to the Superintendent:

If no resolution is reached at step 1, the Association shall reduce the grievance to writing and submit the written grievance to the Superintendent within ten (10) school business days of the execution of the document in step 1. The Superintendent will render a decision, in writing, within ten (10) school business days of the receipt of the written grievance.

Step 3: Appeal Stage, Appeal to the Board of Education:

If no resolution is reached at step 2, the Association may submit the written grievance to the Board of Education within ten (10) school business days of the Superintendent's decision at step 2. The Board of Education shall render a decision, in writing, within ten (10) school business days following their next regularly scheduled meeting.

Step 4: Arbitration:

If the grievance is not resolved at step 3, the Association may forward the grievance to binding arbitration. Such submission must be made within fifteen (15) school business days following the Board's decision at step 3.

Section 7.2 Arbitration

The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the American Arbitration Association, by either party, within ten (10) school business days from the time of the Board decision and in writing.

The parties shall be bound by the rules and procedures of the American Arbitration Association.

The decision of the Arbitrator shall be binding on the parties.

The cost of the services of the arbitrator, including expenses, if any, shall be borne equally by the parties.

Section 7.3 Representation

The District and Association shall have the right at all stages thereof to be represented by an attorney or representative of its choice, and at all stages after stage one shall have the following rights: to confront and cross-examine all witnesses called; to testify and call witnesses on its own behalf; and to be furnished with a copy of any of the proceedings which may be made.

Section 7.4 No Reprisal

No interference, coercion, restraint, discrimination or reprisal of any kind will be taken against the aggrieved party of the Association's representative or any other participant in the

grievance procedure, or any other person by reason of such grievance or participation therein.

**ARTICLE VIII  
DURATION**

THIS AGREEMENT shall become effective from the 1<sup>st</sup> day of July 1, 2009, except as otherwise noted, and continue in full force and effect until midnight, June 30, 2013, and from year to year thereafter, unless on or before January 15, prior to any expiration date, either party may give notice to the other of its intention to open negotiations. The parties shall meet no later than fifteen (15) days after such notice.

THIS AGREEMENT constitutes the entire agreement between the parties and supersedes any prior agreements or understandings with respect to the items covered by this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this 14<sup>th</sup> day of September, 2009.

\_\_\_\_\_  
BRUCE D. AMEY, SUPERINTENDENT  
Avon Central School District

\_\_\_\_\_  
CORDULA KENNEL, PRESIDENT  
Avon Teachers Association

**APPENDIX A  
TEACHER SALARY SCHEDULE**

Level	2009-10	2010-11	2011-12	2012-13
A	\$32,500	\$32,500	\$32,600	\$32,800
B	\$33,900	\$33,900	\$34,000	\$34,200
C	\$35,300	\$35,300	\$35,400	\$35,600
D	\$36,700	\$36,700	\$36,800	\$37,000
E	\$38,100	\$38,100	\$38,200	\$38,400
F	\$39,500	\$39,500	\$39,600	\$39,800
G	\$40,900	\$40,900	\$41,000	\$41,200
H	\$42,300	\$42,300	\$42,400	\$42,600
I	\$43,700	\$43,700	\$43,800	\$44,000
J	\$45,100	\$45,100	\$45,200	\$45,400

Teachers off-schedule will receive increases of 2.8% plus \$400 in each year of the contract.

Longevity - Teachers will receive an additional longevity stipend beginning with their 20<sup>th</sup> year of service and in each year as follows:

<u>District Years of Service</u>	<u>Stipend</u>
20 – 24	\$300
25 – 29	\$400
30 plus	\$500

“District Years of Service”, for purposes of longevity, will be determined as of September 10 each year.

**APPENDIX B  
 INTERSCHOLASTIC COACHES SALARY SCHEDULE  
 2009-2010**

<b>ACTIVITY</b>	<b>Years 1 &amp; 2</b>	<b>Years 3 &amp; 4</b>	<b>Years 5+</b>
Cheerleading Var. Football	\$1,658.98	\$1,786.99	\$1,926.55
Cheerleading Asst. Football (JV)	\$1,023.09	\$1,124.87	\$1,239.25
Cheerleading Var. Basketball	\$1,658.98	\$1,786.99	\$1,926.55
Cheerleading Asst. Basketball (JV)	\$1,023.09	\$1,124.87	\$1,239.25
Cross Country	\$3,011.55	\$3,385.11	\$3,915.02
Cross Country Modified	\$1,430.23	\$1,571.88	\$1,704.10
Football. Var. Head	\$3,866.75	\$4,252.90	\$4,676.83
Football Var. Asst. (2)	\$2,588.68	\$2,845.76	\$3,131.18
Football JV (2)	\$2,436.52	\$2,678.92	\$2,949.64
Football Modified (2)	\$1,430.23	\$1,571.88	\$1,704.10
Soccer Var. Boys' Head	\$3,866.75	\$4,252.90.	\$4,676.83
Soccer JV Boys'	\$2,436.52	\$2,678.92	\$2,949.64
Soccer Modified Boys'	\$1,430.23	\$1,571.88	\$1,704.10
Soccer Var. Girls' Head	\$3,866.75	\$4,252.90	\$4,676.83
Soccer JV Girls'	\$2,436.52	\$2,678.92	\$2,949.64
Soccer Modified Girls'	\$1,430.23	\$1,571.88	\$1,704.10
Volleyball Var. Girls' Head	\$3,866.75	\$4,252.90	\$4,676.83
Volleyball JV	\$2,436.52	\$2,678.92	\$2,949.64
Volleyball Modified	\$1,430.23	\$1,571.88	\$1,704.10
Basketball Var. Boys' Head	\$3,866.75	\$4,252.90	\$4,676.83
Basketball JV Boys'	\$2,588.68	\$2,845.76	\$3,131.18
Basketball Mod. Boys' 8th Gr.	\$1,430.23	\$1,571.88	\$1,704.10
Basketball Mod. Boys' 7th Gr.	\$1,430.23	\$1,571.88	\$1,704.10
Basketball Var. Girls' Head	\$3,866.75	\$4,252.90	\$4,676.83
Basketball JV Girls'	\$2,588.68	\$2,845.76	\$3,131.18
Basketball Mod. Girls' 8th Gr.	\$1,430.23	\$1,571.88	\$1,704.10
Basketball Mod. Girls' 7th Gr.	\$1,430.23	\$1,571.88	\$1,704.10
Wrestling Var. Head	\$3,866.75	\$4,252.90	\$4,676.83
Wrestling Var. Asst.	\$2,436.52	\$2,678.92	\$2,949.64
Wrestling Modified	\$1,430.23	\$1,571.88	\$1,704.10
Swimming Var. Head	\$3,866.75	\$4,252.90	\$4,676.83

Swimming Var. Asst.	\$2,436.52	\$2,678.92	\$2,949.64
Swimming Modified	\$1,430.23	\$1,571.88	\$1,704.10
Baseball Var.	\$3,866.75	\$4,252.90	\$4,676.83
Baseball JV	\$2,436.52	\$2,678.92	\$2,949.64
Baseball Modified	\$1,430.23	\$1,571.88	\$1,704.10
Golf Var.	\$2,343.13	\$2,600.22	\$3,083.96
Golf JV/Modified	\$1,430.23	\$1,571.88	\$1,704.10
Softball Var. Head	\$3,866.75	\$4,252.90	\$4,676.83
Softball JV	\$2,436.52	\$2,678.92	\$2,949.64
Softball Modified	\$1,430.23	\$1,571.88	\$1,704.10
Tennis Var.	\$2,573.99	\$2,828.97	\$3,313.76
Tennis Modified	\$1,430.23	\$1,571.88	\$1,704.10
Track Var. Boys' Head	\$3,866.75	\$4,252.90	\$4,676.83
Track Var. Asst. Boys'	\$2,436.52	\$2,678.92	\$2,949.64
Track Var. Girls' Head	\$3,866.75	\$4,252.90	\$4,676.83
Track Var. Asst. Girls'	\$2,436.52	\$2,678.92	\$2,949.64
Track Modified	\$1,430.23	\$1,571.88	\$1,704.10
Weightlifting	\$1,397.70	\$1,538.31	\$1,690.46
Pool Coordinator	\$1,397.70	\$1,538.31	\$1,690.46
Athletic Director	\$4,529.03	\$4,931.23	\$5,116.21

**INTERSCHOLASTIC COACHES SALARY SCHEDULE  
2010-2012**

Cheerleading Var. Football	\$1,708.75	\$1,840.60	\$1,984.35
Cheerleading Asst. Football (JV)	\$1,053.78	\$1,158.62	\$1,276.43
Cheerleading Var. Basketball	\$1,708.75	\$1,840.60	\$1,984.35
Cheerleading Asst. Basketball (JV)	\$1,053.78	\$1,158.62	\$1,276.43
Cross Country	\$3,101.90	\$3,486.66	\$4,032.47
Cross Country Modified	\$1,473.14	\$1,619.04	\$1,755.22
Football. Var. Head	\$3,982.75	\$4,380.49	\$4,817.13
Football Var. Asst. (2)	\$2,666.34	\$2,931.13	\$3,225.12
Football JV (2)	\$2,509.62	\$2,759.29	\$3,038.13
Football Modified (2)	\$1,473.14	\$1,619.04	\$1,755.22
Soccer Var. Boys' Head	\$3,982.75	\$4,380.49	\$4,817.13
Soccer JV Boys'	\$2,509.62	\$2,759.29	\$3,038.13
Soccer Modified Boys'	\$1,473.14	\$1,619.04	\$1,755.22
Soccer Var. Girls' Head	\$3,982.75	\$4,380.49	\$4,817.13
Soccer JV Girls'	\$2,509.62	\$2,759.29	\$3,038.13
Soccer Modified Girls'	\$1,473.14	\$1,619.04	\$1,755.22
Volleyball Var. Girls' Head	\$3,982.75	\$4,380.49	\$4,817.13
Volleyball JV	\$2,509.62	\$2,759.29	\$3,038.13
Volleyball Modified	\$1,473.14	\$1,619.04	\$1,755.22
Basketball Var. Boys' Head	\$3,982.75	\$4,380.49	\$4,817.13
Basketball JV Boys'	\$2,666.34	\$2,931.13	\$3,225.12
Basketball Mod. Boys' 8th Gr.	\$1,473.14	\$1,619.04	\$1,755.22
Basketball Mod. Boys' 7th Gr.	\$1,473.14	\$1,619.04	\$1,755.22
Basketball Var. Girls' Head	\$3,982.75	\$4,380.49	\$4,817.13
Basketball JV Girls'	\$2,666.34	\$2,931.13	\$3,225.12
Basketball Mod. Girls' 8th Gr.	\$1,473.14	\$1,619.04	\$1,755.22
Basketball Mod. Girls' 7th Gr.	\$1,473.14	\$1,619.04	\$1,755.22
Wrestling Var. Head	\$3,982.75	\$4,380.49	\$4,817.13
Wrestling Var. Asst.	\$2,509.62	\$2,759.29	\$3,038.13
Wrestling Modified	\$1,473.14	\$1,619.04	\$1,755.22
Swimming Var. Head	\$3,982.75	\$4,380.49	\$4,817.13
Swimming Var. Asst.	\$2,509.62	\$2,759.29	\$3,038.13
Swimming Modified	\$1,473.14	\$1,619.04	\$1,755.22
Baseball Var.	\$3,982.75	\$4,380.49	\$4,817.13
Baseball JV	\$2,509.62	\$2,759.29	\$3,038.13
Baseball Modified	\$1,473.14	\$1,619.04	\$1,755.22
Golf Var.	\$2,413.42	\$2,678.23	\$3,176.48
Golf JV/Modified	\$1,473.14	\$1,619.04	\$1,755.22
Softball Var. Head	\$3,982.75	\$4,380.49	\$4,817.13
Softball JV	\$2,509.62	\$2,759.29	\$3,038.13
Softball Modified	\$1,473.14	\$1,619.04	\$1,755.22
Tennis Var.	\$2,651.21	\$2,913.84	\$3,413.17
Tennis Modified	\$1,473.14	\$1,619.04	\$1,755.22
Track Var. Boys' Head	\$3,982.75	\$4,380.49	\$4,817.13

**INTERSCHOLASTIC COACHES SALARY SCHEDULE  
2012-2013**

<b>ACTIVITY</b>	<b>Years 1 &amp; 2</b>	<b>Years 3 &amp; 4</b>	<b>Years 5+</b>
Cheerleading Var. Football	\$1,760.01	\$1,895.82	\$2,043.88
Cheerleading Asst. Football (JV)	\$1,085.40	\$1,193.37	\$1,314.72
Cheerleading Var. Basketball	\$1,760.01	\$1,895.82	\$2,043.88
Cheerleading Asst. Basketball (JV)	\$1,085.40	\$1,193.37	\$1,314.72
Cross Country	\$3,194.95	\$3,591.26	\$4,153.44
Cross Country Modified	\$1,517.33	\$1,667.61	\$1,807.88
Football. Var. Head	\$4,102.24	\$4,511.90	\$4,961.65
Football Var. Asst. (2)	\$2,746.33	\$3,019.07	\$3,321.87
Football JV (2)	\$2,584.90	\$2,842.07	\$3,129.27
Football Modified (2)	\$1,517.33	\$1,667.61	\$1,807.88
Soccer Var. Boys' Head	\$4,102.24	\$4,511.90	\$4,961.65
Soccer JV Boys'	\$2,584.90	\$2,842.07	\$3,129.27
Soccer Modified Boys'	\$1,517.33	\$1,667.61	\$1,807.88
Soccer Var. Girls' Head	\$4,102.24	\$4,511.90	\$4,961.65
Soccer JV Girls'	\$2,584.90	\$2,842.07	\$3,129.27
Soccer Modified Girls'	\$1,517.33	\$1,667.61	\$1,807.88
Volleyball Var. Girls' Head	\$4,102.24	\$4,511.90	\$4,961.65
Volleyball JV	\$2,584.90	\$2,842.07	\$3,129.27
Volleyball Modified	\$1,517.33	\$1,667.61	\$1,807.88
Basketball Var. Boys' Head	\$4,102.24	\$4,511.90	\$4,961.65
Basketball JV Boys'	\$2,746.33	\$3,019.07	\$3,321.87
Basketball Mod. Boys' 8th Gr.	\$1,517.33	\$1,667.61	\$1,807.88
Basketball Mod. Boys' 7th Gr.	\$1,517.33	\$1,667.61	\$1,807.88
Basketball Var. Girls' Head	\$4,102.24	\$4,511.90	\$4,961.65
Basketball JV Girls'	\$2,746.33	\$3,019.07	\$3,321.87
Basketball Mod. Girls' 8th Gr.	\$1,517.33	\$1,667.61	\$1,807.88
Basketball Mod. Girls' 7th Gr.	\$1,517.33	\$1,667.61	\$1,807.88
Wrestling Var. Head	\$4,102.24	\$4,511.90	\$4,961.65
Wrestling Var. Asst.	\$2,584.90	\$2,842.07	\$3,129.27
Wrestling Modified	\$1,517.33	\$1,667.61	\$1,807.88
Swimming Var. Head	\$4,102.24	\$4,511.90	\$4,961.65

Swimming Var. Asst.		\$2,584.90	\$2,842.07	\$3,129.27
Swimming Modified		\$1,517.33	\$1,667.61	\$1,807.88
Baseball Var.		\$4,102.24	\$4,511.90	\$4,961.65
Baseball JV		\$2,584.90	\$2,842.07	\$3,129.27
Baseball Modified		\$1,517.33	\$1,667.61	\$1,807.88
Golf Var.		\$2,485.83	\$2,758.57	\$3,271.77
Golf JV/Modified		\$1,517.33	\$1,667.61	\$1,807.88
Softball Var. Head		\$4,102.24	\$4,511.90	\$4,961.65
Softball JV		\$2,584.90	\$2,842.07	\$3,129.27
Softball Modified		\$1,517.33	\$1,667.61	\$1,807.88
Tennis Var.		\$2,730.75	\$3,001.25	\$3,515.57
Tennis Modified		\$1,517.33	\$1,667.61	\$1,807.88
Track Var. Boys' Head		\$4,102.24	\$4,511.90	\$4,961.65
Track Var. Asst. Boys'		\$2,584.90	\$2,842.07	\$3,129.27
Track Var. Girls' Head		\$4,102.24	\$4,511.90	\$4,961.65
Track Var. Asst. Girls'		\$2,584.90	\$2,842.07	\$3,129.27
Track Modified		\$1,517.33	\$1,667.61	\$1,807.88
Weightlifting		\$1,482.82	\$1,631.99	\$1,793.41
Pool Coordinator		\$1,482.82	\$1,631.99	\$1,793.41
Athletic Director		\$4,804.85	\$5,231.54	\$5,427.79

**APPENDIX C  
EXTRA-CURRICULAR AND EXTRA-DUTY COMPENSATION**

<b>ACTIVITY</b>	<b>2009-2010</b>	<b>2010-2012</b>	<b>2012-2013</b>
Avont Garde Advisor	\$1,521.52	\$1,567.17	\$1,614.18
Art Club Advisor	\$873.04	\$899.23	\$926.21
Athletics -- Ticket Supervisor/Crowd Control (per event)	\$36.72	\$37.82	\$38.96
Athletics --Ticket Taker/Scorekeeper (per	\$45.12	\$46.47	\$47.87
Cafeteria Monitor (6 - \$ each)	\$1,604.39	\$1,652.52	\$1,702.10
Chess Club - Secondary	\$1,482.70	\$1,527.18	\$1,573.00
Class Advisor (7th)	\$775.45	\$798.71	\$822.67
Class Advisor (8th)	\$775.45	\$798.71	\$822.67
Class Advisor (9th - 2 - \$ each)	\$775.45	\$798.71	\$822.67
Class Advisor (10th - 2 - \$ each)	\$817.42	\$841.94	\$867.20
Class Advisor (11th - 2 - \$ each)	\$1,358.87	\$1,399.64	\$1,441.63
Class Advisor (12th - 2 - \$ each)	\$1,604.41	\$1,652.54	\$1,702.12
Curriculum Wrtg, Late Detention (hourly)	\$19.94	\$20.54	\$21.15
Department Head	\$2,602.55	\$2,680.63	\$2,761.05
Drama Club Advisor/Producing Director	\$2,985.32	\$3,074.88	\$3,167.13
Director's Assistant/Stage Manager	\$1,452.26	\$1,495.83	\$1,540.70
Drama Club Artistic Director	\$1,630.64	\$1,679.56	\$1,729.95
Drama Club Music	\$1,141.66	\$1,175.91	\$1,211.19
Drama Club Art Coordinator	\$619.10	\$637.67	\$656.80
Drama Club Costumer	\$543.54	\$559.85	\$576.64
Drama Club Set Coordinator	\$961.76	\$990.61	\$1,020.33
Graphics Club	\$1,482.70	\$1,527.18	\$1,573.00
Interscholastic Comp in English	\$62.96	\$64.85	\$66.79
Intramurals - Floor Hockey	\$903.46	\$930.56	\$958.48
Intramurals - Volleyball	\$903.46	\$930.56	\$958.48
Language Club Advisor	\$650.58	\$670.10	\$690.20
Light, Sound, Communications Club	\$2,985.32	\$3,074.88	\$3,167.13
Library Advisory Club (5-12)	\$432.32	\$445.29	\$458.65
Math League - Continental	\$62.96	\$64.85	\$66.79
Inter. Math Comp.(7-8)	\$344.17	\$354.50	\$365.13
Inter. Math Comp. (9-12)	\$344.17	\$354.50	\$365.13
Mock Trial	\$453.28	\$466.88	\$480.88
Music Solofest (per diem)	\$62.96	\$64.85	\$66.79
National Honor Society (Jr. HS)	\$362.01	\$372.87	\$384.06
National Honor Society (Sr. HS)	\$453.31	\$466.91	\$480.92
Open Gym After School (per day)	\$20.99	\$21.62	\$22.27

Page Turners (PS)	\$209.86	\$216.16	\$222.64
Page Turners (MS)	\$209.86	\$216.16	\$222.64
Page Turners (HS)	\$209.86	\$216.16	\$222.64
Roller Skating (per event)	\$46.18	\$47.57	\$48.99
Senior Band Club Advisor (7-12)	\$432.32	\$445.29	\$458.65
Elementary Marching Band (4-6)	\$216.16	\$222.64	\$229.32
Ski Club (7-12)	\$904.52	\$931.66	\$959.61
Ski Club (K-6)	\$451.20	\$464.74	\$478.68
Student Council (9-12)	\$1,993.71	\$2,053.52	\$2,115.13
Student Council (5-8)	\$996.86	\$1,026.77	\$1,057.57
Tech. Student Assoc. Club	\$1,482.70	\$1,527.18	\$1,573.00
Volleyball Official	\$155.83	\$160.50	\$165.32
Yearbook Advisor	\$1,993.71	\$2,053.52	\$2,115.13

A committee of ATA and District representatives shall meet in September/October of 2010 to review and recommend any changes in positions or position amounts.

