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#### Contract Database Metadata Elements

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# AGREEMENT

*between the*

Board of Education

*of the*

Owen D. Young Central School

*and the*

Van Hornesville  
Teachers' Association

**RECEIVED**

JUN 23 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

School Years  
7/1/ 2004-2007 6/30/

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## **ARTICLE 1 - RECOGNITION RESOLUTION**

- 1.1 The Board of Education of the Owen D. Young Central School District, having determined that the Van Hornesville Teachers' Association is supported by a majority of the professional instructional employees in the unit, consisting of all certified personnel, hereby recognizes the Van Hornesville Teachers' Association as the exclusive negotiating agent for the teachers and teaching assistants in such unit. Also, new positions created will be placed in the unit during the effective period of recognition.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 The Board of Education reserves all rights, powers and authorities except as specifically written in this Agreement and items governed by Article 14 of the Civil Service Law.

## **ARTICLE 3 - NEGOTIATION PROCEDURES**

- 3.1 Negotiations to revise this Agreement may be initiated by either party by making written proposals on or about January 15 during the final year of the Agreement.
- 3.2 Negotiation, mediation, and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.
- 3.3 Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside of the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## **ARTICLE 4 - DEDUCTIONS**

- 4.1 It is agreed that the Board will deduct from the salaries of its teacher's dues for the Van Hornesville Teachers' Association and its affiliates as teachers individually and voluntarily authorized. The teachers' authorizations will be submitted to the Business Office in writing no later than September 30 or thirty (30) days following the beginning of their employment.
- 4.2 It is agreed that dues deducted for the teachers' salaries will be remitted to the Van Hornesville Teachers' Association on a mutually arranged timetable.

- 4.3 NYSUT Benefit Trust. Teachers may enroll, at their own expense, in insurance plans offered by the Trust. Enrollments and changes in enrollments shall be accepted during an annual window period.
- 4.4 IRS 125 Plan. The District agrees to deduct premiums for covered benefits from teachers' paychecks before taxes are assessed. The Association expressly agrees that teachers shall pay the entire cost of such benefits. Enrollments and changes in enrollments shall be accepted during an annual window period.
- 4.5 403-B Plan. The District agrees to deduct deposits in this retirement fund from teachers' paychecks before taxes are assessed. Enrollments and changes in either amount or designated annuity funds shall be accepted during an annual window period.

#### **ARTICLE 5 - LENGTH OF SCHOOL DAY**

- 5.1 It is agreed that the teacher's day will begin at 8:00 AM in the morning and end five (5) minutes after all regular buses leave the school grounds in the afternoon.

#### **ARTICLE 6 - EMPLOYMENT**

- 6.1 It is agreed that all teachers be paid according to the salary scale adopted by the Board and the Association.
- 6.2 It is agreed that all part-time teachers will be remunerated on the basis of actual fractional part of the school day for which they are employed.
- 6.3 It is agreed that all teachers with prior experience, who are hired in this district, will be accredited experience and the Board will make every effort to place the teacher on the step in the salary schedule which experience indicates. A teacher should not be hired on a step above that which his/her experience indicates.

#### **ARTICLE 7 - TENURE**

- 7.1 It is agreed that the probationary term will conform to the New York State Education Laws.

#### **ARTICLE 8 - HEALTH INSURANCE**

- 8.1 Effective July 1, 2005, in order to be eligible for group health and related insurance provided by the District, any new unit member must be a full time employee of the District.

- 8.2 Effective July 1, 2005, it is agreed that the Board will pay 93% of individual and dependent coverage of group health insurance premiums for all eligible members of the unit to a plan mutually agreeable to the Board and Association.
- 8.3 Effective July 1, 2005, a vision rider shall be added to the health insurance plan, and the cost will be incorporated into the health insurance plan, the premium for which will be paid consistent with Article 8.2 above.
- 8.4 It is agreed that the Board will pay 100% individual and dependent coverage of the group dental insurance premiums for all teachers to a plan mutually agreeable to the Board and the Association.
- 8.5 The dental insurance plan will be comparable to the Madison-Oneida-Herkimer Consortium Dental Benefits Enhancement B Plan with coverage's including Periodontics, Prosthetics, and Orthodontics.
- 8.6 Change health insurance plans from the current self-funded consortium to the Herkimer BOCES Plan in effect as of 05/25/94.
- 8.7 The District shall pay four thousand dollars (\$4,000) annually or a pro-rated portion thereof to each employee who elects not to participate in the District's Health Insurance Plan subject to the following conditions:
- 8.7.a Notification by the employee using this option must be submitted in writing to the Superintendent using a form agreed upon by the parties. The notice must contain the effective date of the buy-out and must be submitted by June 1 or within 30 days of the date of employment.
- 8.7.b Employees who elect not to participate in the District's Health Insurance Plan must present proof of alternative insurance coverage to the Superintendent each year.
- 8.7.c Upon written notice to the Superintendent, an employee who suffers a loss of coverage through a spouse's plan may immediately re-enter the District's plan with family coverage, without penalty or restriction.
- 8.7.d Upon written notice to the Superintendent, an employee may re-enter or enter for the first time, the District's plan with individual coverage on an academic year annual basis (7/1-6/30). Such notice must be received by the District by June 1.
- 8.7.e Payments for the buy-out shall be made in the teacher's final paycheck of the school year.

- 8.8. In order to be eligible to carry health insurance into retirement, the bargaining unit member must have been an employee of the Owen D. Young Central School for ten (10) years.
- 8.9. The retiree's contribution for retiree health, dental, and vision insurance shall be for individual coverage 50% and for family coverage the difference between family and single coverage times 65% plus 50% of the cost of the single plan. When eligible for Medicare Supplemental Insurance, the District will reimburse the retiree for 100% of the Medicare Supplemental Insurance cost.

#### **ARTICLE 9 - WORKERS' COMPENSATION**

- 9.1 It is agreed that the Board will provide Workers' Compensation Insurance as required by New York State Law.

#### **ARTICLE 10 - LEAVES**

- 10.1 It is agreed that each teacher will be allowed to accumulate fourteen (14) sick leave and five (5) personal leave days annually up to a maximum of 210 days. A teacher's sick leave will be deducted from these accumulated sick leave days. Absence for family illness shall be deducted from the annual personal or sick leave days. The Superintendent may require a physician's note if the employee has exhibited a pattern of absences requiring such action.
- 10.2 Each teacher shall be allowed up to five (5) days per year for bereavement leave. Absence for bereavement shall be deducted from the annual personal or sick leave days. Bereavement leave may be used for a death of a member of the employee's immediate family. Immediate family shall include wife, husband, children, parents, brothers, sisters or step thereof, brothers-in-law, sisters-in-law, parents-in-law, and grandparents only.
- 10.3 The Superintendent may approve personal leave days up to a maximum of five (5) annually for each teacher. The teacher requesting personal leave will submit the request to the Superintendent at least two (2) school days in advance. Emergency leave with less than two days notice will be accompanied by a reason. Unused personal leave days will be accumulated as sick days.
- 10.4 Personal leave days shall not be used for vacation. No personal leave days will be approved for the day preceding a holiday or the day after a holiday unless extenuating circumstances exist which must be discussed with the Superintendent for prior written approval.

- 10.5 Teachers are responsible for providing the substitute with adequate lesson plans, keys, etc., during absences. This applies to leaves granted under 10.1, 10.2, 10.3, and 10.4. Exemptions for extended medical leave will be considered on a case-by-case basis.
- 10.6 Effective July 1, 2005, upon retirement, teachers shall be compensated thirty dollars (\$30.00) for each accumulated sick day to a maximum of two hundred and ten (210) days providing that said teacher has been employed in the Owen D. Young Central School District for ten (10) consecutive full years prior to retirement.
- 10.7 Each teacher who has reached the maximum of 190 accumulated sick days and who completes an academic year using 0 of his/her newly granted sick days will be paid a bonus of \$300 in his/her final paycheck.
- Each teacher who has reached the maximum of 190 accumulated sick days and who completes an academic year using 2 or 1 of his/her newly granted sick days will be paid a bonus of \$200 in his/her final paycheck.
- 10.8 Salary deductions for absences that are not covered by approved leaves (sick leave or personal leave) will be made at the rate of daily salary. If this happens, the teacher will not also lose his/her sick leave or personal day.
- 10.9 In the event that an extended illness or accident occurs to a teacher, the Board may allow other teachers to voluntarily contribute sick leave to an ad hoc pool, which the Board will use for the teacher who is absent.

#### **ARTICLE 11 - RETIREMENT INCENTIVE**

- 11.1 Any member of the bargaining unit who meets the requirements specified in paragraph 2 below shall be eligible to receive the following benefit as a retirement incentive.

A payment equivalent to \$50 times the number of accrued sick days (maximum of two hundred ten (210) days) of the retiring teacher on his/her last day of employment with the District, plus \$400 times the number of years he/she has been employed as a teacher at Owen D. Young, up to a maximum of twenty-four thousand dollars (\$24,000)

- 11.2 In order to be eligible for this benefit, the bargaining unit member must.
- a. Have taught in and been employed as a full-time teacher by the Owen D. Young Central School District for at least ten (10) years, and



- b. Submit an irrevocable and binding letter or resignation with an effective date of June 30. Such letter must be received by the District by January 2 of the teacher's last school year of employment, and
- c. Complete his/her last school year of employment, and
- d. Retire at the end of the school year during which he/she is eligible to collect retirement benefits from the TRS. For the purposes of this subparagraph d, the school year shall begin July 1 and end June 30.

11.3 The lump sum payment shall be made by July 15 next following the retirement date.

11.3.a A 403 (b) Plan shall exist consistent with the terms of the Memorandum of Agreement attached to this Agreement.

11.3.b The District shall also deposit payouts pursuant to the provisions of Article 10.6 and 11.1 to the employee's 403 (b) account.

11.4 If a bargaining unit member does not meet the above criteria in 11.2 and does not retire at the end of the school year during which he/she is first eligible for full, unreduced retirement benefits from the TRS, the retirement incentive will not thereafter be available to that individual.

## ARTICLE 12 - PARENTAL LEAVES

12.1 It is agreed that a parental leave will be available for up to two (2) years. Such leaves will be without pay. The time of leave will not be used for acquiring a step on the salary schedule.

12.2 Teachers must give reasonable notice to the Board in writing when requesting such a leave, except in situations where the Superintendent determines that an emergency exists. Where possible, leaves will begin and end at the usual semester starting date and concluding date.

12.3 Teachers on parental leave shall have the option to participate in the health insurance program of the Board at their own expense following the exhaustion of all benefits as would be granted under the Family Medical Leave Act.

It is understood that the District is obligated to provide health insurance at its current contribution rate for up to twelve (12) weeks. (This does not include normal vacation time.)

- 12.4 Sick leave benefits associated with disability arising from childbirth shall be provided for according to provisions of Article 10.

### **ARTICLE 13 - TEACHING MATERIALS**

- 13.1 It is agreed that prior to budget time, the Chief School Officer and the Board of Education will review requests for materials individually with teachers who have identified needs that would require greater than the typical expenditures.

### **ARTICLE 14 - PERFORMANCE REVIEW**

#### **Philosophy**

- 14.1 The evaluation procedure should be a positive, systematic process, which attempts to assess the individual's progress toward meeting, identified criteria consistent with the philosophy, goals, and objectives of the Owen D. Young Central School District. The purpose of this process is 1) to identify and strengthen the positive areas of teacher performance; and 2) to identify deficiencies of teacher performance and design strategies to correct them. The evaluation procedure should guarantee due process.

#### **Employee Evaluation** **Notification**

- 14.2 Within four (4) weeks after the beginning of each school year, the Superintendent shall acquaint the employees under his/her supervision with the evaluation procedures. No evaluation shall take place until such orientation has been completed.
- 14.3 A new employee or an employee reassigned after the beginning of the school term shall be notified of the evaluation procedures in effect. Such notification shall be within four (4) weeks of the first day of the new assignment.

#### **Required Observation**

- 14.4 A new employee shall be formally evaluated at least three (3) times per year during the first two (2) years of employment.
- 14.5 A continuing employee shall be formally evaluated at least one (1) time every year.

## **Formal Evaluation Procedures**

### **14.6 Pre-Observation Conference**

A pre-observation conference will be held between the School Administrator (Superintendent, Principal, or Assistant Principal) and the employee at least one (1) school day prior to the first evaluation so that the evaluator may be apprised of the objectives, methods, and materials planned for the performance situation to be evaluated. Any tenured teacher may waive the pre-observation conference.

### **14.7 Length**

Each formal evaluation shall be preceded by at least one (1) observation of at least thirty (30) minutes in duration. If within three (3) days, a teacher requests a second observation of equal length, it shall be provided.

### **14.8 Conference and Copy**

A copy of each formally written evaluation shall be given to the employee and a conference shall be held between the employee and the School Administrator (Superintendent, Principal, or Assistant Principal) within five (5) school days following the classroom observation. A copy signed by both parties shall also be placed in the personnel file. The employee's signature does not necessarily mean agreement with the evaluation but rather awareness of content.

### **14.9 Responses**

If the employee feels that his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

The file copy of such objections shall be signed by both parties to indicate awareness of the content.

### **14.10 Remediation**

If, as a result of a formal evaluation a teaching problem is evident, the School Administrator (Superintendent, Principal, or Assistant Principal) shall identify the problem that exists and specify the desired teaching behavior. The improvement of teaching behavior is that responsibility of the employee and not the School Administrator. However, the School Administrator will attempt to give the teacher ways of correcting any problems that exist.

### Personnel Files

- 14.11 Employees shall have access to previous or current evaluation reports and to any reports of official personnel actions.
- 14.12 An employee has the right to make written reply to any evaluation report of official personnel actions that are contained in his or her file.
- 14.13 The employee shall have the right to reproduce the above reports at his/her own expense..
- 14.14 The teacher shall be notified in writing and given a copy when any complaint or commendation is placed in the personnel file, and the teacher has a right to attach comments. The teacher shall initial and return a copy of all documents for the file.
- 14.15 The evaluation of the teacher's performance shall be based upon the total contents of the file.

### **ARTICLE 15 - NOTIFICATION OF TENTATIVE ASSIGNMENT**

- 15.1 The Superintendent will tentatively notify each teacher and teaching assistant of his/her assignment on or before the first day of the teachers' work year in June if possible for the following September. If unanticipated events cause a need for a change after this date, the Superintendent will notify the employees as soon as possible as to the events necessitating the change and what the change shall be.

### **ARTICLE 16 - PERSONNEL FILES**

- 16.1 It is agreed that the Superintendent will maintain personnel files for all teachers.
- 16.2 In conformity with New York State law, teachers will have access to their own personnel file. Given reasonable notice, the Superintendent will show the teacher what is in the file and discuss the contents.
- 16.3 Teachers may request copies of evaluation reports that are in personnel files.
- 16.4 Before any document is added to a teacher's personnel file, at the time of the conference, the teacher may have the opportunity to initial the document, a paper will be attached stating that the teacher has seen the document. The teacher will initial this. In either case, such initialing shall not constitute agreement with the contents of such material.

## ARTICLE 17 - EXTRA PAY FOR CO-CURRICULAR ACTIVITIES

Rate will be the percent listed times the base salary. Base salary will be the step on the "BA" column of the present salary schedule equal to the number of years advising the activity.

2001-2004	
Title	Rate
Computer Club Advisor	0.019
Gatemen - Per Event	0.002
Ski Club	0.023
7 <sup>th</sup> Grade Advisor	0.006
8 <sup>th</sup> Grade Advisor	0.006
Freshman Class Advisor	0.010
Sophomore Class Advisor	0.010
Junior Class Advisor	0.015
Senior Class Advisor	0.015
International Club	0.019
Odyssey of the Mind	0.006
Science Club	0.023
Drama Club	0.046
National Honor Society	0.023
National Junior Honor Society	0.023
Otsquagan	0.052
Student Council	0.052
Altruism Club	0.019
Varsity/JV Cheerleading Club	0.061

- Steps do not necessarily equal years of experience.
- Credit on the co-curricular salary schedule is granted for experience in the activity at Owen D. Young Central School District.
- Each returning advisor shall advance one (1) step each year she/he returns to the same activity. It is understood by both parties that the transition from old step numbering to new step numbering shall not result in any change in this practice; i.e., no teacher stays on a step for more than one (1) year, and no teacher advances more than one (1) step per year.
- Class Advisors. Pursuant to the practice that each teacher serves as advisor to the same class as it moves from Grade 7 to Grade 12, then takes one year off before beginning again at Grade 7, Grades 9, 10, 11, and 12 shall count as years 1, 2, 3, and 4

for purposes of advancement on the experience schedule. Grades 7 and 8 shall not count for purposes of experience, and shall be paid as year 1. Repeat cycles shall operate the same way, counting as years 1 through 4 on the experience schedule.

2001-2004	
Title	Rate
Boys Varsity Soccer	0.061
Boys Modified Soccer	0.028
Girls Varsity Soccer	0.061
Girls Modified Soccer	0.028
Boys Varsity Basketball	0.116
Boys JV Basketball	0.084
Boys Modified Basketball	0.028
Girls Varsity Volleyball	0.061
Girls JV Volleyball	0.061
Girls Modified Volleyball	0.028
Boys Varsity Baseball	0.061
Boys Modified Baseball	0.028
Girls Varsity Softball	0.061
Girls Modified Softball	0.028
Girls Varsity Basketball	0.116
Girls JV Basketball	0.084
Golf	0.061
Track	0.061

- Steps do not necessarily equal years of experience.
- Credit on the co-curricular salary schedule is granted for experience in the activity at Owen D. Young Central School District.
- Each returning coach shall advance one (1) step each year she/he returns to the same sport. It is understood by both parties that the transition from old step numbering to new step numbering shall not result in any change in this practice; i.e., no teacher stays on a step for more than one (1) year, and no teacher advances more than one (1) step per year.

17.1 Above stipends for coaching assignments are based on length of the conference season schedule. Stipends paid during duration of this agreement will be paid as long as the seasons are equal in length to the conference season schedule. Otherwise, they will be pro-rated.

- 17.2 All extra-curricular positions pre-recognized by the Board of Education are continued in this Agreement.
- 17.3 Proposals for "new" extra-curricular positions will be submitted to the Board of Education by the Superintendent.
- 17.4 No new extra-curricular positions will be created unless and until the Board of Education is convinced of their need.
- 17.5 Once a new extra-curricular position has been approved by the Board of Education, an appropriate fee schedule will be negotiated with the bargaining unit.
- 17.6 Appointments to all extra-curricular positions are the result of Board of Education action. Unless stipulated otherwise, all appointments are for one (1) year.
- 17.7 Stipends will be paid only if the sport or activity is held in any given year.

#### **ARTICLE 18 - MILEAGE ALLOWANCE**

- 18.1 It is agreed that when the Superintendent approves a teacher's use of his own automobile for conferences and meetings, the teacher will be eligible for reimbursement at the current IRS rate if the school vehicle is not available.

#### **ARTICLE 19 - GRIEVANCE PROCEDURE**

##### **Purpose**

- 19.1 It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements shall not be precedents in a later grievance proceeding.

##### **Definitions**

- 19.2 A "grievance" is any alleged violation of this Agreement or dispute with respect to its meaning or application.
- 19.3 A "teacher" is any person in the unit covered by this Agreement.
- 19.4 An "aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, or the Association.

### Submission of Grievances

- 19.5 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- 19.6 Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement and redress sought by the aggrieved party.
- 19.7 A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- 19.8 The Association may submit any grievance. It shall be submitted directly to the Superintendent of Schools.

### Grievance Procedure - Step 1

- 19.9 The Superintendent shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Superintendent or no response is received within (5) school days, the Superintendent or his/her designated representative shall, upon request, confer with the aggrieved party and/or parties with respect to the grievance and shall deliver to the aggrieved party and/or parties with respect to the grievance and shall deliver to the aggrieved party and/or parties a written statement of his/her position with respect to it no later than fourteen (14) calendar days after it is received by him/her.
- 19.10 If the aggrieved party and/or parties are not satisfied with the conference held with the Superintendent, they will be granted the privilege of presenting their case to the full Board of Education at a regular or special Board meeting for their review and consideration. The Board of Education will respond no later than fourteen (14) calendar days after the aggrieved party and/or parties present their case to them.

### Step 2

- 19.11 In the event the Association is not satisfied with the statement of the District with respect to a grievance, it may, within thirty (30) days after receiving the statement, choose to submit the grievance to mediation/arbitration before PERB.



Once deciding to submit the issue before PERB, the President of the Association shall provide the mediation/arbitration request form to the Superintendent. The Superintendent and the President of the Association shall sign the form and forward it to PERB.

**Arbitration**

- 19.12 The mediator/arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusions on the issues submitted. The mediator/arbitrator's decision shall be final and binding on both parties. The mediator/arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violative of the terms of this Agreement. The mediator/arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.
- 19.13 The cost for the services of the PERB mediator/arbitrator will be born equally by the School Board and the Association.

**ARTICLE 20 - SALARY SCHEDULE**  
**2004-2007 Teachers Contract Step Adjustments**

Step	Current 2003-2004	New Step	2004-2005	2005-2006	2006-2007
1	26,357				
2	26,457				
3	26,557				
4	27,107	1	30200	30500	30700
5	27,855	2	30300	31200	31500
6	28,626	3	30500	31300	32200
7	29,422	4	30825	31500	32300
8	30,244	5	31100	31825	32500
9	31,091	6	32000	32100	32825
10	31,966	7	33000	33100	33200
11	32,869	8	34000	34100	34200
12	33,801	9	35000	35100	35200
13	34,763	10	36000	36100	36200
14	35,756	11	37000	37100	37200
15	36,780	12	38100	38200	38300
16	38,037	13	39200	39300	39400
17	39,378	14	40300	40500	40600
18	40,503	15	41400	41600	41800
19	41,685	16	42500	42700	42900
20	42,864	17	43600	43800	44000
21	44,102	18	44500	44900	45100
22	47,000	19	47000	47110	47220
OFF STEP	1,300		1,400	1,300	1,300

Teaching Assistants = 48% of appropriate Step.

Steps do not necessarily equal years of experience.

Each returning teacher shall advance one (1) step each year until she/he reaches Step 19 on the new step column. It is understood by both parties that the transition from old step numbering to new step numbering shall not result in any change in this practice; i.e., no teacher stays on a step for more than one (1) year, and no teacher advances more than one (1) step per year, except as negotiated.

## **ARTICLE 21 - SALARY SCHEDULE - COURSE CREDIT**

- 21.1 It is agreed that teachers will receive payment for approved graduate credit hours in the following manner:

Hours 0 - 30 = \$75

Hours 31- 70 = \$78

- 21.2 Over 60 hours - school reimburses full tuition through a voucher procedure.
- 21.3 Courses must either be part of the 30-hour certification or receive prior written approval from the Superintendent. Salary for course credit will be adjusted before October 1 and February 1 upon receipt of official transcript.

## **ARTICLE 22 - SALARY SCHEDULE - STIPEND FOR MASTER'S DEGREE**

- 22.1 If is agreed that teachers will receive a stipend of \$500 for an earned Master's Degree that is within their major field. Payment will be made after receipt of official transcript and a photocopy of the diploma. Payment will be made as an adjustment in September and January.

## **ARTICLE 23 - SALARY SCHEDULE - ADDITIONAL STIPENDS**

- 23.1 The Board and Association recognize the need for teachers to grow professionally. In an effort to encourage teachers to grow professionally, the Board agrees to pay for all fees and costs of necessary materials for workshops and seminars for teachers who hold permanent teaching certificates. These seminars and workshops must be with the permission of the Superintendent before reimbursement will be paid.
- 23.2 In-service credits for workshops and short courses related to the teacher's field shall be paid at the same rate per credit as graduate courses provided there is prior written approval from the Superintendent. Fifteen (15) clock hours of attendance at a workshop or short course shall count as one (1) graduate hours.
- 23.3 In support of the NYS Standards, each teacher is eligible for an additional inservice training stipend of \$500 each year for the term of the contract, at the rate of \$100 per day, as per prior approval of the Superintendent. A day of training is considered to be an average of six hours in length. These hours can be accrued in multiple sessions.
- 23.4 Should a teacher who has received tuition reimbursement, or had costs paid directly by the District, and/or additional compensation for in-service training in excess of \$500.00 leave the employment of the District within six months of the

completion of the course(s) in question, such teacher will be liable to reimburse the District for the amount of that compensation. This liability shall be at the discretion of the Superintendent.

- 23.5 In the case where a teacher is terminated by the District or is forced to resign for medical reasons, such teacher shall not be held liable for any repayment of tuition or in-service training compensation listed in Article 23.4.
- 23.6 Any teacher who attends workshops and seminars should inform the administration by the end of each school year. This information will be noted in the teacher's professional file.
- 23.7 A full-time secondary teacher holding dual NYS certification who is required by the District to teach courses within each of those certifications in a given school year shall be entitled to a \$500 stipend per year, not added to base, for the school year only in which the District directs the assignment. Semester or half year courses will be pro-rated accordingly.
- 23.8 Upon verification by the Superintendent, any teacher achieving National Board Certification shall receive a stipend of \$500, not added to base, paid in a separate check, and issued each September thereafter. This stipend shall sunset and be discontinued as of June 30, 2007.

#### **ARTICLE 24 - TEACHING ASSISTANTS**

- 24.1 Shall be paid 48% of the Step on the teachers' salary schedule based on credited years of service.
- 24.2 Reimbursement stipend for Bachelor's Degree: \$300 or Associate's Degree: \$200.
- 24.3 Teaching Assistants who complete college-level or graduate courses related to their work assignments shall have their base salaries advanced as follows:
  - 24.3a. For each three (3) college or graduate credits earned, the base shall be increased 2% of the appropriate teacher's salary step. To receive this benefit, the Teaching Assistant must obtain certification from the Superintendent in advance that the course is pertinent to his/her job assignment.

Example: All Teaching Assistants are now paid 48% of the teacher's step. A Teaching Assistant who earns 3 credits shall receive 50% of the applicable teacher's step. This increase shall be available until the Teaching Assistant's salary reaches 54% of the applicable step.

24.3b. The increase shall be made on either September 1 or February 1, after the Teaching Assistant submits proof to the District that she/he has completed the course.

24.4 Teaching Assistants who complete inservice training which is pertinent to their job assignments shall be eligible for reimbursement of fees and costs, if any, for the inservice activity. If the inservice activity occurs on a day, which is not a normal workday for the teaching assistants, they will be paid at their normal hourly rate for the time spent at the inservice activity. Mileage will be paid pursuant to Article 16 for travel to the location of the inservice activity, but time spent traveling to and from the activity shall not be paid.

24.4a Seminars, workshops, and other inservice activities must be approved by the Superintendent to be eligible for reimbursement.

24.5 Teaching Assistants are encouraged to suggest activities of particular interest to their group for presentation on Superintendent's Conference Days.

## **ARTICLE 25 - TEACHER WORKLOAD**

25.1 While the Superintendent retains the right to assign teacher load, should circumstances arise that necessitates the establishment of more than six (6) academic classes for a secondary teacher, following a meeting with the affected teacher(s), the Superintendent and the Association President shall meet and confer to ascertain the Association's perspective and input prior to implementation of an intended schedule. Special subject areas, remediation, physical education, and special education are excluded from this provision.

## ARTICLE 26 - AGREEMENT

- 26.1 It is agreed that all provisions of this Agreement are subject to all applicable New York State Education Laws. In the event that any part of this Agreement should be held to violate such laws, that particular part shall not bind wither party, but the remainder of this Agreement shall stay in full force and effect.
- 26.2 IT IS AGREED THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE 27 - DURATION

- 27.1 This Agreement will be in effect from July 1, 2004 for the three-year period ending June 30, 2007.

*For the Van Hornesville Teachers' Association*

*Date*

Susan M. Jordan

4-11-05

Bonnie K. Nestle

4-11-05

*For the Owen D. Young Central School District*

*Date*

Brenda R. Hugick

3/23/05

James D. Christmann

3/23/05

## SIDE LETTER

The salary schedules are the base schedule. The schedule shown as the 1994-95 schedule includes all the longevities. This was done to enable you to compare your base salary increase for each of the three years. The previous longevities have been incorporated into the salary schedule. Individuals who were "held back" are identified and will begin receiving their longevities in accordance with service. (The longevity of \$765 will be received when they are on Step 14 because they have completed 14 years of service.) There is a list of those individuals attached.

The same is true for the longevity after 19 years of service. The longevity that was previously identified after 24 years of service has been incorporated into Step 23 so the individuals who were held back one year will receive this longevity earlier than they normally would have because of the fact that is incorporated at Step 23.

The longevity that was labeled as the "New Longevity After 21 Years of \$1,500" has been divided in half - \$750 and \$750 - and has been incorporated on Steps 21 and 22. Individuals who ere held back will be credited with the full \$1,500 after 21 years of service - while on Step 21 they will bet an extra \$750.

One other change has been incorporated - movement from Step 18 to Step 19. As part of the Agreement, it was agreed that we would move in two segments. In September, the individual would move to the half way point, and then in February, they would go to the Step 19. The main reason this was agreed to was cost. The Step between 18 and 19 had become very large and was consuming a large portion of any settlement. The District wanted to lower Step 19 to reduce that increment. We resisted and this was the compromise.

Individuals below will be asterisked to insure they receive longevities based on years of service.

Guilfoyle      Mosher      Lack      Staruck      Jordan      Roof

The Co-Curricular stipend schedule will be redesigned so that all participants shall advance on the schedule for consecutive years of activity in each category. This will go into effect this contract and shall incur no further retroactivity.

## ADDITIONAL SIDE LETTER

The District has proposed flexibility regarding the "starting and ending times of the employees work day". The Association believes we have an agreement in principal use on this issue, however, we continue to wait to see the specific language that the District's negotiator said she would provide.

## **ADDITIONAL SIDE LETTER**

Mentoring Language (to be placed within the Agreement by mutual agreement)

Mentoring: A formal mentor/intern program is defined as that program required for permanent certification of the intern (mentee). A formal mentor/intern program usually involves pedagogical guidance during the first year of teaching of the intern. Formal mentors are to be approved annually by the Board of Education from the recommendation of the Superintendent. Preference should be given to permanently certified teachers in the same content area of certification title or license area. Preference shall also be given to teachers of superior teaching abilities and interpersonal relationship qualities. Eligible mentors may request to be assigned a particular intern. Every effort will be made to match mentors and intern according to grade level, subject matter, teaching style and teaching assignment.

Formal mentors are required to document a minimum of two hours per month for ten months contact or meeting time with the intern. Upon verification of this contact time by the Superintendent, formal mentors shall receive a stipend of \$400 per year, not added to base, paid in a separate check, and issued in July. This stipend shall sunset and be discontinued as of June 30, 2007.

The parties agree to continue to evaluate the effectiveness of this effort throughout this contract period and will make mutual adjustments and modifications as necessary.

## **ADDITIONAL SIDELETTER**

**403(b) NON-ELECTIVE EMPLOYER CONTRIBUTION**  
(to be placed within the Agreement by mutual agreement)

## **ADDITIONAL SIDELETTER**

**AUTOMATIVE EXTERNAL DEFIBRILLATORS (AED'S)**  
(to be placed within the Agreement by mutual agreement)



**AGREEMENT**  
**between the**  
**Van Hornesville Teachers Association**  
**and**  
**Owen D. Young Central School District**  
  
**403(b) Non-elective Employer Contribution**

The undersigned parties hereby agree as follows:

1. **Duration:**

- (a) Notwithstanding Section 209-a of the Civil Service Law, this Memorandum of Agreement shall be effective immediately upon its signing by the parties, and shall be an addendum to the current collective bargaining agreement (2004-2007) and shall expire (sunset in all aspects with no triborough rights whatsoever) on June 30, 2007, unless the parties specifically agree in writing to extend it.
- (b) **Notwithstanding paragraph (a) above, the District agrees that although this addendum shall expire on June 30, 2007, it shall make any and all non-elective contributions called for in the 2004-2007 collective bargaining agreement on behalf of any employee who retires prior to June 30, 2007.**
- (c) **It is understood that if and when this addendum expires, any provision which continues beyond the expiration of the expiring collective bargaining agreement either by re-negotiation or triborough right, shall be restored to their former cash compensation status unless this 403(b) is extended or re-negotiated.**

2. **Remittance**

The Employer agrees to make a non-elective employer contribution to the 403(b) account of each covered employee. The amount the Employer's contribution for each eligible employee shall equal the value of each employee's accumulated leave days as determined in accordance with the provisions of Article XI of the Collective Bargaining Agreement. The amount of the non -elective contribution shall be subject to paragraph 4 of the memorandum of agreement.

- 3. **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.
- 4. **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, 1971<sup>1</sup>, 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 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, 1971<sup>1</sup>, and for all members in the New York State Employee's 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 the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-Elective

<sup>1</sup> **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 31<sup>st</sup> of the year of retirement. Thus, such 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 members.

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*.

5. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
6. **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.
7. This MOA 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.
8. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA 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. Any 403(b) provider will agree to defend, indemnify and hold harmless the District for any potential liability arising from the provider's acts or omissions with respect to the 403 (b) program, except for that which is due to the fault of the District or its employees.
9. Both the Employer and the Employee shall provide accurate information to the 403(b) Provider regarding the employee's Elective, the Employer Non-Elective Contributions, and the amount of the employee's compensation.

For the Van Hornesville Teachers  
Association

For the Owen D. Young Central  
School District

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Dated \_\_\_\_\_

Dated \_\_\_\_\_