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**Employer Name:** Margaretville Central School District

**Union:** Margaretville Educational Support Personnel Association (MESPA)

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NEGOTIATED AGREEMENT

Between The

MARGARETVILLE ESP ASSOCIATION

And The

MARGARETVILLE CENTRAL SCHOOL DISTRICT

July 1, 2008 to June 30, 2011
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<td>Nurse</td>
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ARTICLE 1 – RECOGNITION

1. The Margaretville Board of Education recognizes the Margaretville ESP Association as the exclusive negotiating agent for the defined bargaining unit. The Margaretville ESP Association shall be entitled to unchallenged representation status for the period covered by statute and until successfully challenged.

2. In the event of a challenge, the regulations of PERB will be followed.

3. Unit Definition
   
   A. Positions included in the unit are: Those positions listed in Salary Appendix Section A.

   B. Positions excluded from the unit are:
      
      1. Government title funded positions (e.g. CETA, Green Thumb)
      
      2. Substitutes

      3. Confidential Positions
         
         a) Administrators
         b) Superintendent's Secretary
         c) Treasurer
         d) Account Clerk
         e) Cafeteria Manager
         f) Superintendent of Building and Grounds
         g) Supervisor of Transportation (or) Head Bus Driver

   C. Special notes on the exclusions above:
      Those individuals holding composite positions are excluded from the union or agency fee, where one of their positions falls outside the bargaining unit.

ARTICLE 2 - PROBATIONARY TERM

1. In accordance with Delaware County Civil Service Rules, Margaretville non-instructional employees – including competitive and non-competitive classifications – begin service under a probationary term of twenty-six (26) weeks.

2. Part time Status: Staff members assigned less than regular hours for a position shall be employed on a pro-rated basis.

ARTICLE 3 – NEGOTIATION PROCEDURES

1. By January 15 of a negotiations year, arrangements shall be made between the Margaretville ESP Association and management for a date to mutually exchange bargaining packages.

2. Provisions or groups of provisions will be initialed and dated by each chief spokesperson when any Tentative Agreement is reached.
3. There shall be no press release or public pronouncements until final Agreement has been reached.

4. Management will supply contracts; Margaretville ESP Association will hand them out.

ARTICLE 4 - MEDICAL COVERAGE
1. Health
   A. Eligibility and Payment
      1. Current Employees
         The Board of Education will assume, for all unit members assigned to work fifty percent (50%) or more, either individual, family, or supplemental coverage under the Catskill Area Schools Employee Health Benefit Plan or a plan of equal or better coverage. At the following rate:

<table>
<thead>
<tr>
<th>Current Members</th>
<th>Individual</th>
<th>Family</th>
<th>Supplemental</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-2009</td>
<td>3.5%</td>
<td>3.3%</td>
<td>3.3%</td>
</tr>
<tr>
<td>2009-2010</td>
<td>4%</td>
<td>3.75%</td>
<td>3.75%</td>
</tr>
<tr>
<td>2010-2011</td>
<td>5%</td>
<td>4.5%</td>
<td>4.5%</td>
</tr>
</tbody>
</table>

There shall be a ten-dollar ($10) co-pay for generic prescription drugs, a fifteen-dollar ($15) co-pay for name brand drugs and a zero dollar ($0) co-pay for mail in prescription drugs.

2. New Employees
   a. The Board of Education will assume for all unit members hired on or after September 1, 2004, either Individual, Family, or Supplemental coverage under the Catskill Area Schools Employee Health Benefit Plan or a plan of equal or better coverage at the following rate:

<table>
<thead>
<tr>
<th>New Hires</th>
<th>Individual</th>
<th>Family</th>
<th>Supplemental</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-2009</td>
<td>5%</td>
<td>4.5%</td>
<td>4.5%</td>
</tr>
<tr>
<td>2009-2010</td>
<td>5%</td>
<td>4.5%</td>
<td>4.5%</td>
</tr>
<tr>
<td>2010-2011</td>
<td>5%</td>
<td>4.5%</td>
<td>4.5%</td>
</tr>
</tbody>
</table>

*New hires (for the purpose of this contract) are defined as any unit member hired in the 2008-2009 school year and thereafter.

There shall be a ten-dollar ($10) co-pay for generic prescription drugs, a fifteen-dollar ($15) co-pay for name brand drugs and a zero dollar ($0) co-pay for mail in prescription drugs.

   b. For a new employee assigned to work fifty percent (50%) or more and beginning work on the first day of the school year, coverage under the Plan shall be automatic and will become effective immediately upon the first day of school. Coverage for employees
beginning work during the school year shall become effective on the first day of the first month after the commencement of work.

3. Multiple Coverage

a. Employees who show proof of coverage in the insurance plan of a legal spouse who is a member of any other group plan shall be provided with Supplemental Coverage under the Catskill Area Schools Employee Health Benefit Plan. Should coverage by a spouse cease, the employee shall have immediate coverage as described in Section A above.

b. Employees declining health care coverage, who show evidence of other health insurance coverage and provide a written waiver of District coverage, shall receive payment equivalent to one-half (1/2) the cost of annual coverage. A waiver of health care coverage shall be filed in the employee’s personnel folder. This payment shall be made by June 30 of each school year, upon submission of a voucher, as a payment in lieu of insurance and not counted as income. Employees who wish to change this status during the school year shall be subject to the enrollment restrictions of the carrier, and any payment due the employee shall be prorated.

4. Retirees

Health Plan participants formerly covered by this Contract, who retired before the fixed date of July 1, 1990 shall have fifty percent (50%) – if individual premium, or thirty-five percent (35%) – if family premium, paid by the Board. Health Plan participants formerly covered by this Contract, who retire after the fixed date of June 30, 1990 shall have seventy-five percent (75%) – if individual premium, or fifty percent (50%) – if family premium, paid by the Board.

B. Terms of Coverage


2. All data obtained by the Plan Administrator with respect to claims shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis and such data shall be utilized for no other purpose than is necessary for the administration of the claims and shall not be released to a third party without the express, written consent of the employee affected. No health data obtained by the Plan may be used to discipline or dismiss an employee.

3. Employees who submit claims in accordance with the procedures established by the Plan shall have said claims paid, to the extent of coverage provided, in a timely manner, so that an employee shall suffer no financial loss as a result of the slow payment of a claim. An employee
shall be considered to have suffered no financial loss if a claim is paid within ninety (90) days of receipt of the necessary data by the Plan Administrator, provided it is not a contested claim.

4. Minutes of the meetings of the Governing Board of the Catskills Area School Employee Health Benefit Plan will be distributed when available and requested by the Association.

5. The Administrator from BOCES responsible for the Health Plan or his/her designee shall be requested to come to Margaretville when appropriate and/or needed to respond to questions from covered employees.

6. Copies of the booklet describing all benefits, if available from the Plan, shall be distributed to each unit member by September 30 of each year.

7. The District shall recommend to the Plan that:
   a) Each employee will receive, through the Plan, a plastic identification card showing membership in the Plan.
   b) A twenty-four (24) hour 800 number be provided to allow members to contact the Insurance Administrators at all times.

2. Dental

The Board will pay one hundred percent (100%) of the premiums for individual or family coverage for the Blue Shield Basic Dental coverage, Option I, with the following riders:

- Supplemental Basic
- Orthodontics
- Periodontics
- Prosthetics
- Students to age twenty-five (25)

3. Leaving the Program

Unit members who leave the system at the end of June shall have coverage paid through August.

4. Changing the Plans

If the District is considering changing the above carriers and/or Plans, it will notify the Margaretville ESP Association and engage the issue in bargaining with the union. Margaretville ESP Association will agree, insurance carriers and/or Plans are re-openable.

5. Internal Revenue Service Section 125 Account (Flex Plan)

An Internal Revenue Service Section 125 Account (Flex Plan) will be made available to all Association members starting in September of 1996. The Plan shall be on a voluntary basis and the District shall pay all start-up costs. Any unit member utilizing this
Plan shall be responsible for his/her monthly administrative fee, which shall be deducted from payroll by the District.

ARTICLE 5 – RETIREMENT PLAN

1. In order to be eligible for the retirement incentive a unit member must have completed at least ten (10) years of service to the District and will be compensated at a rate of 65% of their daily rate of pay (see Article 7). A unit member must give notice of retirement to the District no later than March 1st of the year they wish to retire. The incentive shall be paid on the first payroll in July of the next fiscal year. Should a unit member retire after July 1st, incentive shall be paid on the 1st payroll following retirement.

A. This notice may be rescinded up to two (2) months prior to the retirement date or in the last two (2) months prior to the retirement date in an extreme change in circumstance or the death of a spouse.

B. Notice may also be rescinded up to a point at which the District hires a replacement for the unit member for divorce, legal separation, or change in custody agreement at the discretion of the Superintendent. If the Association believes the Superintendent has unreasonably denied the retirement rescission, it shall have the right to submit the denial directly to PERB and both parties agree to subject the dispute to PERB’s Mediation/Arbitration program for final resolution.

C. Notice may also be rescinded at the discretion of the Superintendent.

ARTICLE 6 – LEAVES

1. General

A. When the schedule calls for a half (1/2) day only, on such half (1/2) days absences will be counted as a full day in figuring leave deductions or salary deductions. Similarly, work on such half (1/2) days will count as full day’s pay.

B. Any unauthorized absence and/or any approved unpaid absence in excess of those listed below will, as a minimum, be deducted at the regular daily rate as follows:

- Ten (10) month employees: 1/200 of the full yearly salary
- Eleven (11) month employees: 1/220 of the full yearly salary
- Twelve (12) month employees: 1/240 of the full yearly salary

C. Unauthorized absences are those for which the employee has been denied approval, or for which the employee has failed to request required approval. Corrective/disciplinary action may be taken against employees for unauthorized absences or developing patterns of absences.

D. Staff members who will be absent from duty must notify the school secretary or administration or employment service. Such notification is to be a minimum of
one (1) hour before reporting time. Timely notice is necessary in order for the District to arrange substitutes or alternative arrangements.

E. Extended periods of absence without authorization may be considered a constructive resignation.

F. No personal day or day without pay may be taken in conjunction with a holiday or vacation period. Employees who have a legitimate need for sick leave in conjunction with a holiday or vacation day(s) may be asked to verify the need to the Superintendent. Employees may be required to provide a physician's certification of illness, by the school physician, (at District expense if the expense is not covered by School Health Insurance).

ARTICLE 7 – SICK LEAVE

1. All ten (10) month employees shall be granted fourteen (14) sick days per year. For the purpose of Article 5 only, one hundred eighty (180) days may be used at sixty-five percent (65%). At retirement all days above (180) shall be paid at the rate of twenty-five dollars ($25) per day.

2. All eleven (11) month employees shall be granted fifteen (15) sick days per year. For the purpose of Article 5 only, one hundred ninety (190) days may be used at sixty-five percent (65%). At retirement all days above (190) shall be paid at the rate of twenty-five dollars ($25) per day.

3. All twelve (12) month employees shall be granted sixteen (16) sick days per year. For the purpose of Article 5 only, two hundred (200) days may be used at sixty-five percent (65%). At retirement all days above (200) shall be paid at the rate of twenty-five dollars ($25) per day.

4. Should a unit member die when he/she is an active bargaining unit member, all payment of unused sick and vacation days shall go to his/her estate and shall be paid in the first payroll in July of the next fiscal year.

ARTICLE 8 - SICK LEAVE BANK

1. Any active dues paying member of Margaretville Educational Support Personnel Association (hereinafter known as MESPA) is eligible to participate in the Sick Bank.

2. Each participating member of the Sick Bank will contribute two (2) days each school year. An authorization to transfer these sick days from an employees accumulated sick days to the Sick Bank will be provided and will be signed by the Sick Bank member allowing the transfer of these days between September 1 and October 31 or within thirty (30) days of hiring in each school year.

3. Any member who has contributed twelve (12) days to the Sick Bank will have reached the maximum amount of days to be contributed by each member.

4. In September of each year there will be a tally of the total amount of accumulated days in the Sick Bank.
A. If the tally shows that there are two hundred (200) or more days in the Bank, contributions from only those members that have not yet reached the maximum amount of days to be contributed will be transferred.

B. If the tally of accumulated days in the Sick Bank is less than two hundred (200) days and the transfer of days by members who have not yet reached the maximum amount of days to be contributed brings the total amount of accumulated days up to two hundred (200) days no further contributions will be accepted for that school year.

C. However, if after the transfer of days by members that have not yet reached the maximum amount of days to be contributed and the Sick Bank has less than two hundred (200) days accumulated, all other members will contribute two (2) days to the Bank. This requirement would be waived for any members that have used all of their sick days and consequently have none accumulated.

a. Each time it becomes necessary for members who have contributed the maximum amount of days as indicated in item 3 to contribute additional days to the Sick Bank, the maximum amount of days to be contributed will be increased by that number.

5. MESPA shall establish a committee (hereafter known as Sick Bank Committee) that will consist of five (5) participating members of the Sick Bank and the Margaretville Central School District (hereafter known as MCS) Superintendent of Schools, or designee, who will be a non-voting member. One of the participating members will be the Chairperson of the Committee.

6. Participating members of the Sick Bank may draw sick days only when that member has no more sick days accumulated with MCS. Verification by the MCS business office of the member's remaining sick days is required.

7. Participating members of the Sick Bank will not be eligible to withdraw any days from the Sick Bank until they have completed their probationary period and have been appointed as permanent employees of MCS.

8. Each request for a withdrawal from the Sick Bank will be made in writing and be given to the Sick Bank Committee. A physician's statement substantiating the member's request may be required by the Committee.

9. The Sick Bank Committee shall consider each request before it in a just, compassionate and timely fashion and will make any determinations by a majority vote. Each committee member will be required to vote either "yes" or "no" (abstentions will not be permitted). If for any reason a member of the Committee is unable to perform their duties the President of MESPA shall appoint an alternate member.

10. The maximum withdrawal from the Sick Bank will be forty-five (45) days in any school year.

11. These guidelines will become effective by approval of the participating members as determined by majority vote and will cancel or supersede any previous rules or guidelines that have been in existence prior to these.
ARTICLE 9 – FAMILY LEAVE

Sickness or Death in Family

In case of illness in the family, full salary will be granted for the first five (5) days, providing the total for such absences does not exceed yearly, five (5) days. In case of death in the immediate family (parent, husband, wife, child, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law) full salary will be granted for the first five (5) days in each instance without yearly limit. In addition, where an employee gives evidence to the Superintendent, or his/her designee (in his/her absence), of moral obligation similar to family, this may be treated as family.

ARTICLE 10 – FAMILY LEAVE SICK BANK

1. Any active dues paying member of Margaretville Educational Support Personnel Association (hereinafter known as MESPA) is eligible to participate in the Family Leave Sick Bank.

2. Each participating member of the Family Leave Sick Bank will contribute one (1) day each school year for four (4) years. An authorization to transfer these sick days from an employee to the Family Bank will be provided and will be signed by the Family Bank member allowing the transfer of these days between September 1st and October 31st each school year or within thirty (30) days of the date of hire.

3. The Family Leave Sick Bank will be capped at two hundred fifty (250) days and participating unit members will not be required to donate additional days unless the bank falls below one hundred and twenty-five (125) days. If the bank falls below one hundred and twenty-five (125) days, all members of the bank will be required to donate an additional one (1) day per year in order to bring the total number of days in the bank back up to two hundred fifty (250). It is understood that the bank may exceed two hundred fifty (250) days due to new member donations. Unit members who join the bank must contribute one (1) day per year for four (4) consecutive years regardless of the bank reaching two hundred fifty (250) or more days.

4. MESPA shall establish a committee (hereafter known as the Family Leave Sick Bank Committee) that will consist of 3-5 participating members of the Family Leave Sick Bank and the Margaretville Central School District (hereafter known as MCS) Superintendent of Schools, or designee, who will be a non-voting member. One of the participating members will be the Chairperson of the Committee.

5. Family Leave Sick Bank days are to be used by members when there is an illness in the family, where an apparent moral obligation of the unit member exists, and the unit member has no more available family illness days remaining. Verification by the MCS business office of the member’s remaining family days is required.

6. Each request for a withdrawal from the Family Bank will be made in writing and be given to the Family Leave Sick Bank Committee. A physician’s statement substantiating the member’s request may be required by the Committee.
7. The Family Leave Sick Bank Committee shall consider each request before it in a just, compassionate and timely manner and will make any determinations by a majority vote. Each Committee member will be required to vote either 'yes' or 'no' (abstentions will not be permitted). If for any reason a member of the Committee is unable to perform their duties the President of MESPA shall appoint an alternate member.

8. In the event a member is away from MCS and can not notify the administrator in writing, he/she may call the administrator and apply for the days. If there is not sufficient time for the Committee to meet, days may be awarded retroactively, if the Committee deems the request valid.

9. Family Leave Sick Bank members are restricted to using a maximum of five (5) days for years one (1) and two (2) of the Family Leave Bank and thereafter a maximum of ten (10) days may be used by any one person in a school year.

10. These guidelines will become effective by approval of the participating members as determined by majority vote and will cancel or supersede any previous rules or guidelines that have been in existence prior to these.

11. These guidelines may be amended by a majority vote of the participating members.

ARTICLE 11 - PERSONAL BUSINESS LEAVE

All 10-month employees shall receive a maximum of three (3) days in any one (1) year upon request.

All 12-month employees shall receive a maximum of four (4) days in any one (1) year upon request.

There should be a forty-eight (48) hour notice given to the Superintendent except in the case of emergency. Personal business days may not accumulate as such, but will be added to personal illness cumulative leave time, if not used. No personal business days may be used to extend a vacation (Also, see Article 6, Section 1F). They may not be deducted from the personal illness time.

The Superintendent may at his/her option, limit and restrict the taking of personal business days in an effort to avoid staffing deficiencies. This pertains to all unit members on a department basis. Any limitation of personal day use will be done in accordance with reverse seniority in the department. In departments of three (3) or more unit members, a deficiency shall be defined as indication that the total absences for any reason in that department will exceed fifty percent (50%) of the department personnel. This clause does not apply to days in which no support services for students or teachers are required and does not apply to Deer Day (first day of regular Deer Season).

ARTICLE 12 - OTHER LEAVES

1. Court Appearances
A. A temporary leave of absence with pay shall be granted for attendance required in Court from a subpoena or summons with no loss of leave days.

B. When an employee is called for jury duty, the District will pay the difference between the regular salary and the jury pay.

2. Religious Observance

A maximum of two (2) days with full pay without deduction from any other leave time will be allowed for legitimate religious observance. Any such days taken beyond two (2) shall be charged against personal leave or in the event no personal business days are remaining, a per diem deduction in pay shall be charged against the employee.

3. Leaves of Absence

Any request for a leave of absence will be treated by the Board of Education on its individual merits.

4. Long-Term Leaves

A. All requests for long-term leave must be submitted in writing and will be treated by the Board of Education on their individual merits.

B. Any employee on leave who returns to work under District employ within two (2) years shall return at a salary step no less than that achieved upon leaving.

C. While on any approved unpaid leave, the unit member shall have the option to remain an active participant in any or all health benefit programs by contributing the full cost of programs selected by the employee. During paid leave, all benefits will be continued by the District.

5. Maternity and Child Rearing Leave

The District will comply with the law in regard to maternity, parental, and child rearing leaves.

6. School Visitations

A visiting day for the purpose of studying comparable work in other school systems may be granted when deemed advisable by the Board and/or the Superintendent.

ARTICLE 13 – VACATION

1. Twelve (12) Month Employees

A. Employees who have worked in the School District more than one (1) year will be entitled to a one (1) week vacation with pay.

B. If employed by the District from two (2) years to five (5) years, two (2) weeks vacation will be granted with pay.

C. Two (2) weeks paid vacation plus one (1) additional day for each year of service over the five (5) years with a maximum of three (3) weeks will be granted.
D. After fifteen (15) years’ employment by the District, four (4) weeks vacation will be granted. No more than two (2) weeks vacation may be taken in succession, without approval of the employee’s supervisor.

E. One (1) week of the foregoing vacations may be taken during the school calendar recesses: Christmas, Winter, or Spring, if requested by the employee and approved by the Chief School Officer. Twelve (12) month employees shall be entitled to additional vacation days(s) if a vacation week encompasses paid holiday(s) listed in Section 4 below.

2. Ten (10) and Eleven (11) Month Employees

A. Ten (10) month employees who qualify, with one (1) or more years of service in the School District, will be entitled to one (1) week paid vacation to be taken during one of the school calendar recesses at: Christmas, Winter, or Spring. A tentative vacation calendar will be posted in the Business Office in September for the ensuing school year.

B. On an alternative basis, ten (10) month and eleven (11) month secretaries shall be entitled to one (1) of the previously stated vacation weeks not selected by the twelve (12) month secretaries.

3. Vacation time shall not accrue from year to year; unless the District denies an employee opportunity to use it during the intended year.

4. Holidays

<table>
<thead>
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<th>Holiday</th>
<th>Days</th>
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</tr>
<tr>
<td>Memorial Day</td>
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</tr>
</tbody>
</table>

(The actual calendar dates must be revised yearly to continue falling on non-school days. If a holiday falls on a weekend, the Friday previous, or Monday following, or a day during the nearest vacation, will be granted as a holiday by the administration.)

ARTICLE 14 - SALARY GUIDES

1. Work Time Beyond Customary Assignment

   A. Overtime shall be administered as per law.
B. All overtime work must be approved by the administration on a case-by-case basis, before being worked.

C. Work time beyond customary assignment is generally voluntary, meaning not that employees determine when it is necessary or who shall be scheduled, but meaning that employees generally have refusal options.

D. Compulsory work time beyond customary assignment, on the other hand, is assigned as a last resort, when no satisfactory volunteer is obtained. It will normally be administered according to reverse seniority among qualified staff.

2. Bus drivers assigned to Saturday or ball game trips will receive their regular rate, if below forty (40) hours; or time and a half, if above forty (40) hours. (This does not pertain to non-unit personnel, who may be assigned said trips, such as substitutes, etc.)

3. Any employee who is required to be away from school on special assignments should be reimbursed for all reasonable, normal expenses (including the first meal) in addition to his/her regular pay. Bus drivers are not liable for cost of tolls on student trips.

4. New unit members shall be paid in accordance with the salary appendix attached to this Contract.

5. Payroll deductions for payments to the Delaware County Teachers Federal Credit Union will be made by the District upon receipt of appropriate authorization from unit members.

6. With regard to the use or disuse of time clocks, the District agrees to uniform implementation for all members of the bargaining unit. An exception to this is bus drivers who take their buses home directly.

7. Non-teaching personnel shall chaperone bus trips, dances, etc., on a volunteer basis only and should be paid at the same rate as teacher chaperones.

8. School Nurse Summer Attendance
Summer compensation for the school nurse will be calculated on the basis of .0007 annual salary for each assigned hour worked in the school during normal building work day hours. The nurse will report such actual hours worked to the administration. These hours will be generally consistent with past practice.

ARTICLE 15 – POSITIONS

1. Full-time vacancies in the bargaining unit should be posted for public viewing, including at least on the bulletin board in the Business Office. Nothing herein shall prevent non-employee-applicants from receiving simultaneous consideration, in the same selection group, involving the same criteria and qualification as existing employees. The only exception shall be that if all other factors are identical in the judgment of the administration, the existing employee shall have priority.

2. Applicants for positions should, at the time the job is filled, be able to establish requisite qualifications for all aspects of the position. An interested person's later showing of qualifications, once the job has been assigned to a different applicant, will not mandate reopening the position.
3. In the event an employee is transferred to a position with a higher salary base, the starting salary shall be at an amount at least the same as, or greater in salary than the employee's existing salary.

ARTICLE 16 - CALLING SUBSTITUTES

Any unit member who applies for, and is appointed by the Board of Education to the Calling Substitute position, will be paid as follows:

- 2008-2009: $3,030.00
- 2009-2010: $3,060.00
- 2010 and thereafter: $3,090.00

Until changed by negotiations

ARTICLE 17 - EDUCATIONAL REIMBURSEMENT PROGRAM

A system of tuition reimbursement for certain educational courses taken by employees outside their work time hours, is set up in accordance with the conditions enumerated below.

1. In order to receive consideration, an applicant must be matriculated in a degree program at an accredited college; the course under consideration for reimbursement must be a credit bearing, term course, as against an in-service, or a seminar or a conference.

2. Also in order to receive consideration, written application must be received by the Superintendent prior to enrollment.

3. Approval or denial rests solely with the Superintendent on a per-person, case-by-case basis, and shall not be appealable.

4. Applicant's course and program must be closely related to his/her job at Margaretville Central School District.

5. Payment is limited to tuition reimbursement only, and is to be made to the employee upon the Superintendent's receipt of the transcript documenting a grade of C or above in the designated and approved course.

ARTICLE 18 - TESTING

No unit member shall be directed to submit to a polygraph test, blood test, breathalyzer test or any other test or procedure which would violate his/her rights under the United States Constitution. Such test may be given if requested by the unit member.

ARTICLE 19 - AIDES & PARAPROFESSIONALS

1. Aides

   A. When it is necessary for an aide to be absent, a substitute should be obtained, thereby eliminating extra responsibility for those on the job.
B. For the safety of the children, no group should consist of more than a reasonable number of pupils per aide, as determined by the aide’s supervisor.

C. A specific outline of duties will be presented to the aides before the opening of school in September.

D. Bus Aides shall receive an additional six hundred fifty dollars ($650) per year.

2. School Aides and Paraprofessionals

A. Working hours will be 8:00 a.m. – 3:15 p.m. daily. One forty (40) minute period per day will be provided for lunch. Preparation time, equivalent to the average high school class period will be provided. This time shall not be distributed in more than two (2) blocks of time. Blocks shall be on a rotating basis. For example: (2) - twenty minute blocks this year, (1) forty minute block next year. For Title I Aides, and LTA's and Paraprofessionals there shall be one (1) preparation period equivalent to average high school class period which shall be given in one (1) continuous block.

B. When school is not in session or closed for unusual conditions, Aides and Paraprofessionals will be required to report only when requested.

ARTICLE 20 - CUSTODIANS, MECHANICS, CUSTODIAL/DRIVERS, ETC.

1. Individual building schedules may vary according to need or schedule, as designated by the Administration.

2. Bus drivers, mechanics, custodians will take one-half (½) hour for lunch.

3. Normal Custodian Schedules:
   7:00 a.m. – 3:30 p.m.
   3:00 p.m. – 11:30 p.m.
   6:00 a.m. - 2:30 p.m. when school is not in session
   6:00 a.m. - 4:30 p.m. / 4 days per week during summer vacation

4. One of the custodians or cleaners may be assigned a Tuesday-Saturday workweek.

5. Evening shifts will be scheduled during summer and vacations, for more coverage times.

6. Full time unit members who have a regular AM/PM bus run shall report to their supervisor immediately upon completion of their driving duties (post trip inspection, fueling, etc.)

ARTICLE 21 – SHIFT DIFFERENTIAL

Employees working the nightshift (3:00 p.m. to 11:30 p.m.) shall receive a nightshift differential as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008-2009</td>
<td>$.40</td>
</tr>
<tr>
<td>2009-2010</td>
<td>$.50</td>
</tr>
</tbody>
</table>
This differential shall be added to their regular hourly rate in calculating all paid leaves. This differential will not be paid if the unit member is working the day shift. (Example: Christmas Vacation, Spring Break, Summer).

ARTICLE 22 – CLOTHING ALLOWANCE

All Custodians, Kitchen Staff and the Assistant Building Maintenance Mechanic shall receive an annual clothing allowance of up to $100.00 to be paid to a unit member in a lump sum (one time only) by a separate check after a receipt(s) has been turned in to the District Office.

The Bus Mechanic and Mechanic Helper shall be furnished with uniforms and coveralls. The District shall pay for the weekly cleaning of the aforementioned uniforms and coveralls.

ARTICLE 23– BUS DRIVERS

1. Bus drivers shall receive their per diem rate of pay for four (4) hours when attending mandatory refresher courses two (2) times per year.

2. Drivers who hold other job titles shall receive the drivers' rate of pay when performing driving duties. All hours shall be tracked and overtime (over forty [40] hours) shall be paid at the job title being performed after forty (40) hours.

3. CROP DRIVING
   A. Full-time Margaretville Central School employees shall be paid a minimum of one hour and thirty minutes (1.5 hours) per CROP Trip. Should the run be longer than one hour and thirty minutes (1.5 hours) he/she shall be paid for their actual time.
   
   B. AM/PM bus drivers shall be paid at the rate of thirty dollars ($30) per trip.

4. CROP DRIVING – Summer
   A. All CROP runs during the summer shall be at the employees hourly driving rate.

5. Part-time Bus Drivers
   A. Working hours are to be determined by route assigned and length of route. These schedules will be set by the Supervisor.
   
   B. Need not report during vacation periods or when school is closed for unusual conditions except as required for meetings, training or examinations.

ARTICLE 24 - KITCHEN

1. Cooks
A. Working hours are to vary with the menu. Full time cooks will be expected to work a minimum of six and one-half (6.5) hours daily, with a daily fifteen minute break. (6:30 a.m. – 1:00 p.m.).

B. Not necessary to report when school is closed for unusual conditions or vacation periods.

2. Food Service Helpers

A. Number of hours to be determined on a case basis, by the Superintendent. Scheduling of these hours to be done by the Cook Manager in consultation with the Superintendent.

B. The District continues to reserve the authority to require full and/or part time employment. Full time shall be based on a minimum of six (6) hours daily, with a daily fifteen (15) minute break.

C. Need not report when school is closed for vacations or unusual conditions, except as required for meetings, training, or examinations.

ARTICLE 25 - NURSE

1. Working hours are 7:45 a.m. – 3:15 p.m. On certain occasions the nurse may be requested to attend faculty meetings.

2. Need not report when school is closed for vacations or unusual conditions, except physical examinations or special meeting as requested by the Superintendent.

3. One forty minute (40) period per day will be provided for lunch.

ARTICLE 26 - SECRETARIES

1. Working hours when school is in session are 8:00 a.m.-4:00 p.m.

2. Working hours during vacation periods and/or school closings for unusual conditions are 9:00 a.m.-12:00 p.m., or a minimum of three (3) hours.

3. Working hours during the summer recess period are 9:00 a.m.-12:00 p.m. and 1:00 p.m. - 3:30 p.m., a minimum of five and one-half (5.5) hours, or scheduled as designated by the administration.

4. When school is in session, a one-half (½) hour lunch will be provided. Secretaries in the Guidance Office and Main Office should arrange schedules, so that the Main Office is covered during the entire lunch hour.

5. Each secretary will be allowed a fifteen (15) minute break during the morning and afternoon work periods.
ARTICLE 27 – ATTENDANCE INCENTIVE

If a unit member maintains a minimum one hundred fifty (150) accumulated sick days in any semester, an additional one hundred dollars ($100) will be added to the last paycheck for that semester.

ARTICLE 28 – PLAYGROUND DUTY

On an alternating year basis an aide may be scheduled for no more than three (3) consecutive recess/playground duties per day.

ARTICLE 29 – GRIEVANCE PROCEDURE

Definitions –
A grievance is a claimed violation of this Agreement, adversely affecting the welfare of a unit member or any dispute with respect to its meaning.
Supervisors include the Chief Executive Officer, Primary Coordinator, Director of Guidance and Pupil Personnel, Supervisor of Building Grounds and Transportation, Head Mechanic, Head Custodian.

Principles –
Failure of management to respond within its time limits will permit the Association to proceed directly to the next Stage. Failure of the Association to maintain its time limits will result in waiving the grievance. All employees have the right to grieve, even though not members of the Association.

Stage 1 –
A grievance must be initiated within ten (10) business days of the event which created the grievance. An informal conference shall be held between the aggrieved party and his/her immediate supervisor. The grievance may have a representative of his/her choice present at this meeting.

Stage 2 –
If the grievance is not settled to the employee’s satisfaction, he/she will notify the Association Grievance Committee, which will put the grievance in writing and submit it to the Superintendent.

Stage 3 –
The Superintendent will conduct an investigation and hold a hearing within five (5) days of receiving the grievance.
Within five (5) school days after the hearing, the Superintendent will render the decision.
If the Association is not satisfied with the resolution at Stage 3, it may proceed to Stage 4 by filing within five (5) days.

Stage 4 –
If the discussion at Stage 3 does not satisfactorily resolve the grievance, the Association may submit the grievance to the Board of Education within five (5) business days.
Within ten (10) days of a grievance being filed with the Clerk of the Board, the Board of Education will conduct a hearing. Within ten (10) days of the hearing the Board of Education will offer a resolution.

ARTICLE 30 – AGENCY FEE

1. The Board agrees to make payroll deduction for each Association member in an amount equal to the dues of the Margaretville ESP Association, NYSUT/NEA/AFT.

2. Effective September 1, 1985, the following Agency Fee plan shall be in effect for all Association non-members in the bargaining unit:

   A. All full-time bargaining unit members (regardless of hiring date) shall pay to the Association, by payroll deduction, an agency fee equal to the Margaretville ESP Association dues for Association members.

   B. The employer shall be kept save harmless by the Association from cost and effect of resulting litigation.

   C. Employees shall have available a valid, efficient refund procedure for portions of the agency fee not specifically applicable to local collective bargaining and grievances.

ARTICLE 31 - RECOGNITION OF THE PUBLIC EMPLOYER AND ITS MISSION

1. The Association recognizes the rights of the employer including managing the school, hiring, assigning, promoting, transferring, determining services to be rendered, determining the manner and means of achieving school public policy, directing the work force, evaluating the staff, determining the size and character of the work force.

2. Failure of the District to exercise any right or power reserved to it contractually, by statute, or inherently (or the exercise of it in a particular manner) shall not be deemed waiver or restriction on the future exercise of such a right.

3. The District retains authority to allow bus driving (sixteen [16] or less seating capacity) in special circumstances, outside the bargaining unit, by virtue of past practice. The District retains authority to allow bus driving outside the unit, for larger size buses, if no unit driver is available for the scheduled departure time.

ARTICLE 32 – ASSOCIATION RIGHTS

1. Up to an aggregate total of two (2) days yearly will be granted for Association business for the Association President. The President may designate another unit member to utilize one (1) or both of these two (2) days. Effective July 1, 1988, three (3) Association business days will be granted.

2. Minutes of each public Board of Education meeting shall be sent to the Association after such minutes are subsequently approved as official.
3. At least forty (40) calendar days prior notice will be given the individual, in cases of layoff. (This does not apply to upward or downward prorata changes in assigned hours.)

ARTICLE 33 – TAYLOR LAW REQUIREMENT

IT IS AGREED THAT ANY PROVISION REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 34 – DURATION

This Agreement shall be three (3) years in duration, extending to June 30, 2011.

For the Association  

For the District

Date 6/30/08  Date 6/30/08
APPENDIX A – SALARY

1. The following entry-level salaries shall constitute the minimum at which a new unit member may be hired. All categories are listed at full-time, unless otherwise stated. Part-timers' salaries are prorated.

<table>
<thead>
<tr>
<th>ENTRY LEVEL POSITION</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aide</td>
<td>$11237</td>
<td>$11476</td>
<td>$11866</td>
</tr>
<tr>
<td>Asst. Building Maintenance Mechanic</td>
<td>20953</td>
<td>21398</td>
<td>21998</td>
</tr>
<tr>
<td>Asst. Building Maintenance-Mechanic/Driver</td>
<td>See Below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driver</td>
<td>12256</td>
<td>12516</td>
<td>12816</td>
</tr>
<tr>
<td>Maintenance Mechanic</td>
<td>10476</td>
<td>10699</td>
<td>10999</td>
</tr>
<tr>
<td>Bus Driver P/T (10 months)</td>
<td>10235</td>
<td>10452</td>
<td>10692</td>
</tr>
<tr>
<td>Bus Driver F/T (12 months)</td>
<td>24513</td>
<td>25033</td>
<td>25634</td>
</tr>
<tr>
<td>Bus Mechanic</td>
<td>25533</td>
<td>26075</td>
<td>26676</td>
</tr>
<tr>
<td>Computer Lab Assistant</td>
<td>17276</td>
<td>17643</td>
<td>18063</td>
</tr>
<tr>
<td>Cook</td>
<td>14708</td>
<td>15021</td>
<td>15381</td>
</tr>
<tr>
<td>Cook Manager</td>
<td>17477</td>
<td>17848</td>
<td>18298</td>
</tr>
<tr>
<td>COTA</td>
<td>24000</td>
<td>24510</td>
<td>24930</td>
</tr>
<tr>
<td>Custodian (10 months)</td>
<td>17302</td>
<td>17670</td>
<td>18150</td>
</tr>
<tr>
<td>Custodian (12 months)</td>
<td>20783</td>
<td>21225</td>
<td>21825</td>
</tr>
<tr>
<td>Driver/Aide (10 months)</td>
<td>See Below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driver</td>
<td>10297</td>
<td>10516</td>
<td>10756</td>
</tr>
<tr>
<td>Aide</td>
<td>7416</td>
<td>8992</td>
<td>9202</td>
</tr>
<tr>
<td>Driver/Custodian (10 months)</td>
<td>See Below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driver</td>
<td>10297</td>
<td>10516</td>
<td>10756</td>
</tr>
<tr>
<td>Custodian</td>
<td>8675</td>
<td>8859</td>
<td>9099</td>
</tr>
<tr>
<td>Driver/Custodian (12 months)</td>
<td>See Below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driver</td>
<td>12256</td>
<td>12516</td>
<td>12816</td>
</tr>
<tr>
<td>Custodian</td>
<td>10391</td>
<td>10612</td>
<td>10912</td>
</tr>
<tr>
<td>Driver/Food Service Worker (10 months)</td>
<td>See Below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driver</td>
<td>10297</td>
<td>10516</td>
<td>10756</td>
</tr>
<tr>
<td>Food Service Worker</td>
<td>6579</td>
<td>6719</td>
<td>6899</td>
</tr>
<tr>
<td>Driver/Mechanic (12 months)</td>
<td>See Below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driver</td>
<td>12256</td>
<td>12516</td>
<td>12816</td>
</tr>
<tr>
<td>Mechanic</td>
<td>12411</td>
<td>12675</td>
<td>12975</td>
</tr>
<tr>
<td>Food Service Helper</td>
<td>9946</td>
<td>10157</td>
<td>10517</td>
</tr>
<tr>
<td>Interpreter for the Deaf</td>
<td>20750</td>
<td>21191</td>
<td>21581</td>
</tr>
<tr>
<td>Monitor</td>
<td>7861</td>
<td>8023</td>
<td>8418</td>
</tr>
<tr>
<td>Paraprofessional</td>
<td>21136</td>
<td>21585</td>
<td>21975</td>
</tr>
<tr>
<td>School Nurse</td>
<td>21565</td>
<td>22023</td>
<td>22443</td>
</tr>
<tr>
<td>Secretary (10 months)</td>
<td>17016</td>
<td>17378</td>
<td>17852</td>
</tr>
<tr>
<td>Secretary (11 months)</td>
<td>18728</td>
<td>19126</td>
<td>19633</td>
</tr>
<tr>
<td>Secretary (12 months)</td>
<td>20419</td>
<td>20853</td>
<td>21393</td>
</tr>
<tr>
<td>Senior Library Clerk</td>
<td>15650</td>
<td>15993</td>
<td>16373</td>
</tr>
<tr>
<td>Senior Typist</td>
<td>22419</td>
<td>23371</td>
<td>24451</td>
</tr>
<tr>
<td>Teaching Assistant</td>
<td>14810</td>
<td>15125</td>
<td>15515</td>
</tr>
</tbody>
</table>
2. Wage increases determined for returning full-timers and part-timers shall be based on calculations from the prevailing raises below:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage</td>
<td>4.25%</td>
<td>4.35%</td>
<td>4.35%</td>
<td>4.50%</td>
</tr>
</tbody>
</table>

2008-2009  50¢ per hour  
2009-2010  4.25%  
2010-2011  60¢ per hour

3. Those unit members required to be raised by Federal Minimum Wage rules shall receive only that increase, plus whatever remains necessary (if any) to reach the regular prevailing contract raise – considered over the full period of the multi-year Contract.

4. Longevities for Full Time Employees

Longevities for the years of service to the District shall be added to the employee’s base salary prior to their percent increase according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>10 Month Employees</th>
<th>12 Month Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 – 12 Years</td>
<td>$350</td>
<td>$420</td>
</tr>
<tr>
<td>13 – 17 Years</td>
<td>$650</td>
<td>$780</td>
</tr>
<tr>
<td>18 – 22 Years</td>
<td>$750</td>
<td>$900</td>
</tr>
<tr>
<td>23 + Years</td>
<td>$850</td>
<td>$1020</td>
</tr>
</tbody>
</table>

All longevities are cumulative.

Current unit members who left employment at MCS and returned that are currently on staff shall have all years of service counted towards both longevity steps and vacation (if applicable). Starting July 1st of 2008, any employee that leaves MCS and returns must work four (4) additional years and thereafter shall have all time included towards longevity and vacation (if applicable).

Those employees who have already earned and received a longevity previous to the current contract, 2008-2011, shall have the difference between the amounts specified in the previous contract, and the longevity amount in the current contract, added to their base pay.

5. Longevities for Part Time Employees

Longevities for the years of service to the District shall be added to the employee’s base salary prior to their percent increase according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>10 month Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>9 – 12 Years</td>
<td>$100</td>
</tr>
<tr>
<td>13 -17 Years</td>
<td>$200</td>
</tr>
<tr>
<td>18 – 22 Years</td>
<td>$250</td>
</tr>
<tr>
<td>23 + Years</td>
<td>$300</td>
</tr>
</tbody>
</table>
All longevities are cumulative.

Current unit members who left employment at MCS and returned that are currently on staff shall have all years of service counted towards both longevity steps and vacation (if applicable). Starting July 1st of 2008, any employee that leaves MCS and returns must work four (4) additional years and thereafter shall have all time included towards longevity and vacation (if applicable).

Those employees who have already earned and received a longevity previous to the current contract, 2008-2011, shall have the difference between the amounts specified in the previous contract, and the longevity amount in the current contract, added to their base pay.
APPENDIX B - RETIREMENT BENEFIT FORM
MARGARETVILLE CENTRAL SCHOOL DISTRICT - RETIREMENT BENEFIT FORM

The following benefits shall be provided to employees upon retirement.

Employee Name ____________________________________________________________

Letter of retirement on file   Yes | No   Date of Letter   _____/_____/______

Month   Day   Year

HEALTH INSURANCE COVERAGE (Check one)

_________ Individual   _________ Family   _________ Retiree & Spouse

Your health insurance premium cost will be:

_________ % Paid by the District   _________ % Paid by Retiree

These premiums may change from year to year but the percentage paid by the District and Retiree shall not change.

RETIREMENT ALLOWANCE

1. The Board of Education shall provide the New Career Plan (Section 75-I) for all non-instructional employees belonging to the New York State Employees’ Retirement System.

2. It shall be within the province of the Contract for the Board of Education to Grant employees (having submitted notices of retirement) additional consideration, in behalf of their loyalty and years of service to the District.

3. On retirement, employees will be compensated at a rate of sixty-five percent (65%) of their daily rate of pay for each accumulated sick day remaining to their personal credit, for employees who give notice of up-coming retirement (and effective date) by March 15 of the fiscal year preceding the fiscal year of retirement.

   Maximum days allowed:
   Ten month employees – one hundred eighty (180) days
   Eleven month employees – one hundred ninety (190) days
   Twelve month employees – two hundred (200) days

Any remaining days above the 180, 190 or 200 shall be paid for at the rate of twenty-five dollars ($25) per day.

Should the Margaretville Central School District merge, be absorbed, consolidate or dissolve this document will remain in place.

I have received the above information and agree with its contents.

Employee ________________________________ District ________________________________

Date ________________________________ Date ________________________________