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AGREEMENT

Between The

MARGARETVILLE CENTRAL SCHOOL DISTRICT

And The

MARGARETVILLE TEACHERS’ ASSOCIATION

July 1, 2008 to June 30, 2011
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ARTICLE I – RECOGNITION

1. The Margaretville Central School District recognizes the Margaretville Teachers Association as the exclusive collective negotiation representative of a unit, which comprises all teachers full-time and part-time except the Superintendent and Administrators.

2. The only substitutes contained in this Bargaining Unit shall be “one year substitute teachers”, defined as: A non-probationary, substitute instructor, employed consistently under long-term, individual Contract(s) of fixed duration with the District (as against an itinerant basis) to fill in for teacher(s) on leave; and which substitute is employed under such Contract(s), with no break in service, for twelve (12) months. (For purposes of this provision, break in service means time off payroll status while school is in session.) The standing of a “one year substitute teacher” is effective, beginning at such time as it is definite that the criteria are met. The union waives right to petition PERB for greater extent of substitute inclusion, than “one year substitute teachers” as indicated above.

3. In order to continue recognition of the Margaretville Teachers’ Association or any employee organization, the Board requires satisfactory evidence that the organization in fact represents a majority of unit employees.

4. In the event of a challenge, the Board will proceed according to the regulations of the Public Employment Relations Board.

5. The Margaretville Teachers’ Association shall be entitled to unchallenged representation status for the maximum period allowed by Law.

ARTICLE II – NEGOTIATION PROCEDURES

1. It is understood that the intent of negotiations is to entertain and consider Articles concerning terms and conditions of employment, pursuant to the Taylor Law.

2. No later than January 30 of the fiscal year in which the Contract expires, and upon request of the Margaretville Teachers’ Association, the parties shall confer and establish an agreeable date and time to commence negotiations. Bargaining positions will be exchanged at the first meeting. No new proposals will be made after this time by either party without the consent of the other party.

3. All negotiating meetings between the Bargaining Unit and the Board of Education shall be on a three (3) hour or less duration unless a change is mutually agreed upon by both Negotiating Teams.

4. Neither party in any negotiations shall have any control over the selection of representatives of the other party, and each party may select its representatives from within or outside its own membership.

5. It is agreed by both parties that all negotiable items have been discussed and, therefore, further discussion of additional items may not be reopened for the duration of this Contract unless mutually agreed.
6. It is understood that nothing contained in this Article shall be considered to prevent the Margaretville Central School District or any Margaretville Central School official from meeting with any individual or organization to hear views on any matters except that with regard to matters which are proper subjects of collective negotiations; any change or modifications shall be made only through negotiation and agreement with the Margaretville Teachers’ Association.

7. The Association shall be provided with sufficient copies of the Agreement so that it may deliver a copy to each teacher plus ten (10) additional copies for the Margaretville Teachers’ Association’s use.

ARTICLE III – GRIEVANCE PROCEDURE

Section 1 – Purpose

WHEREAS, the establishment and maintenance of a cooperative relationship between the Board of Education and its teachers is vital to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and the teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the Courts. Therefore, nothing contained herein shall limit the right of any party to informal discussions on the subjects at issue or informal resolution prior to completion of final Stages in this established procedure.

It is consistent with the purpose that the grievance machinery shall not be used as a tactical weapon by one side against the other, such as an irregularly large number of grievances being submitted at one time, or the perfunctory denial of several grievances without consideration of the individual facts.

Section 2 – Definition

2.1 A grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, and which is in compliance with the following procedure.

2.2 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

2.3 Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance.

2.4 Grievance Committee is a Committee created by the Margaretville Teachers’ Association or other recognized group.

Section 3 – Procedures

3.1 An informal conference shall be held between the aggrieved party and/or his/her representatives and his/her immediate supervisor or principal, within twenty-five (25) school days after the
3.2 If the grievance is not resolved informally at Step 1, the aggrieved party may file a written appeal on the contractually designated Form (see Appendix A) with the Chief School Officer.

The Chief School Officer shall confer with the aggrieved party and other necessary parties within ten (10) working days of receipt of the written grievance and the relevant date. He/she shall note his/her decision on the Grievance Form within fifteen (15) working days of the conference.

3.3 If the aggrieved party is not satisfied with the decision rendered at 3.2, the grievance may be submitted to the Board of Education within fifteen (15) working days.

Within fifteen (15) working days, the Board of Education shall hold a hearing with the aggrieved party in regard to the alleged grievance. Within five (5) school days after the conclusion of this hearing, the Board of Education shall render a decision in writing to the aggrieved party.

3.4 If the aggrieved teacher is not satisfied with the disposition of Level 3, he/she may request that the Chairperson of the Grievance Committee notify the Board of Education in writing that the matter is to be appealed to Arbitration. If the Grievance Committee determines that the grievance is meritorious and that submitting it to Arbitration is in the best interest of the School system, it will then notify the Board of Education.

A neutral Arbiter acceptable to both parties shall be selected to hear the grievance. If the parties cannot agree on an Arbiter, then the services of the American Arbitration Association will be sought. The Board of Education reserves the right to petition the American Arbitration Association in the resolution of any given dispute.

3.5 All hearings held shall be closed sessions and no news releases shall be made concerning the progress of the hearings.

The Arbiter shall have no power or authority to make any decision which requires the commission of an act prohibited by Law or which violates any terms of this Agreement.

The Arbiter shall have no power to change anything within the Contract or to give novel interpretations to parts of it in order to make it appear more consistent. His/her interpretation of Contract language shall be based primarily upon negotiated intent and past practice and not heavily on standard meanings of pivotal terms, as interpreted in other schools.

No award may subject the public to double payment of a service rendered.

3.6 The Arbiter's report shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on all issues submitted. The decision of the Arbiter shall be final and binding upon all parties in grievances over interpretation of this Agreement and will be advisory only, in all other grievances. This restriction, however, is not intended to bar procedures relating to Arbitration, under CPLR Article 75.
The costs for the services of the Arbiter and necessary transcripts and records will be borne equally by the Board of Education and the Margaretville Teachers' Association.

Section 4 – Principles

4.1 Except where necessary for Arbitration, conferences and hearings held hereunder shall be held during non-working hours and conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present. If, in the judgment of the Chief School Officer, conferences or hearings must be held during working hours, persons who must participate shall be excused from their assignments without loss of pay. Notwithstanding the foregoing, there shall be no interference with the instructional program.

4.2 While an event or condition is being questioned under this procedure, the applicable administrative decision on the matter shall be followed until the matter is ultimately resolved. Pursuance of a complaint under this contractual grievance procedure shall constitute waiver of the aggrieved party's prerogatives to pursue the same matter via other forums (except, as noted previously, in CPLR Article 75 appeal).

4.3 Should no appeal be forthcoming within the contractually allotted procedure, a grievance shall be deemed terminated. If no decision is communicated by the respondent within the specified time limit, that Stage may be by-passed and appeal carried to the next Stage of the procedure within the time which would have been allotted had the decision been communicated on the final day.

4.4 In the event a grievance is filed on or after June 1, upon request by the Association or the aggrieved party, the time limits set forth herein may be reduced pro-rated so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

ARTICLE IV – PROFESSIONAL UPGRADING

1. In order that teachers may keep up with recent developments of teaching in their subject fields, they shall be urged to gain at least three (3) credit hours of course work or its equivalent over three (3) years.

2. Increments due for work completed during the Spring or Summer semesters begin the following October and for work completed the Fall semester begins the following February.

3. Workshops, with prior approval of the Board, may count towards fulfilling this standard. Fifteen (15) hours of workshop attendance shall equal one (1) credit hour. Workshops are defined as a sequential program in a specified field which shall require at least fifteen (15) clock hours of attendance.

4. For the professional improvement of the teaching staff the Board of Education shall budget for in-service study the sum of five hundred fifty dollars ($550) to pay for consultants, materials and other expenses. These study groups shall be presented to the Board of Education for prior approval and credit shall be given for same.
5. Beginning in fiscal year 2000-2001, the Margaretville Board of Education will set aside eight thousand dollars ($8,000); and will spend up to eight thousand dollars ($8,000) annually on professional development, subject to the conditions following. A Commission of two (2) Administrators and two (2) teachers (teachers named by the Margaretville Teachers’ Association) will be appointed in September of each school year to serve for the school year. The Commission will both receive and produce proposals for expenditures of professional development moneys. All proposals are subject to approval by the Board of Education.

6. An amount of three hundred fifty dollars ($350) shall be budgeted by the Board of Education for the purpose of purchasing professional books, pamphlets, magazines and videos toward the development of a Professional Resource Library.

7. Where a faculty member acquires expertise in an educational area, from a course of recognized study obtained solely at his/her expense, and not contributed to by Margaretville Central School, such teachers will be reimbursed when asked by the Administration to prepare a faculty seminar for which outside preparation is required by him/her. The amount shall be thirty dollars ($30) times the number of outside preparation hours approved by the Administration, payable after the seminar is given. It will be the responsibility of the Superintendent to determine what workshops will be conducted and by whom they will be conducted.

ARTICLE V – CONFERENCES

1. When teachers are excused from instruction for purposes of attending conferences, it is expected that they attend and participate actively in order that educational improvement will accrue in this School District and community.

   A Committee of two (2) teachers and two (2) Administrators will both receive and make recommendations for expenditures in the area of conferences.

2. Teachers may request, and with the approval of the Board of Education, may attend special workshops or conferences related to the teacher’s instructional or supervisory assignment with the Margaretville School District. Customary and reasonable expenses of the teacher shall be reimbursed, and such conference/workshop attendance days approved by the Board shall not subtract from the teacher’s leave time; provided specifically that the teacher furnishes the Superintendent a comprehensive written report of the conference/workshop within ten (10) school days of his/her return.

   This report can provide necessary feedback for the Administration and the School Board, in making determinations on future conferences. The report also elevates the value of conferences/workshops to the School system as a whole; since the reports can be shared by the Administration, with other faculty members, with the Board of Education, with the community, as well as used in planning subsequent curriculum and program. If teachers fail to meet the above report requirement for the benefit of the School District, then their conference/workshop attendance will be deemed to have been on an individual basis; and in that event, the teacher will not be kept save harmless with respect to the expense reimbursement associated with his/her conference/workshop.
Teachers who are required to be away from home or school during meal time, for the purpose of attending an approved conference or workshop and where meals are not included in the registration package, shall be reimbursed, upon presentation of receipts up to the following maximums:

- Breakfast: eight dollars ($8.00)
- Lunch: ten dollars ($10.00)
- Dinner: twenty dollars ($20.00)

3. Teachers and parents are encouraged to set up informal conferences, at mutually acceptable times during the school year, as necessary in response to specific student situations.

A time designated for formal parent/teacher conferences will be scheduled by the Superintendent during the Fall and Spring semesters. One (1) day in the Fall for K-12 and an additional one-half (1/2) day in the Fall for K-6 only. On the additional one-half (1/2) day grades K-6 shall have a one-half (1/2) day of instruction and grades 7-12 will hold a full day of regular classes. In the Spring there will be one-half (1/2) day for K-12 followed by a 7:00 p.m. to 9:00 p.m. evening session that night.

If a teacher’s caseload exceeds twenty-four (24) students, and if a conference must be scheduled outside the normal workday or the above mentioned conference days, then the teacher shall receive compensation at the rate of fifteen dollars ($15) per parent conference. To receive payment for the conference the teacher must provide documentation to the Superintendent.

**ARTICLE VI – STAFFING**

1. The Board of Education shall employ only certified teaching personnel who comply with State teacher certification requirements.

2. Whenever a vacancy occurs in the teaching staff, or a new position is created, or an extracurricular supervisory post is vacated, the Board of Education shall inform the Association of such openings by posting notices in both the Main Office and the Faculty Rooms. Any present teacher interested shall notify the Administration within five (5) days.

3. The Collective Bargaining Agreement shall not be construed to establish job security (i.e., guaranteed employment) in part or whole.

4. There shall be no layoff of any teacher by the means of transferring Administrators to teaching positions.

5. A teacher laid-off from a tenure area shall be given consideration in hiring in another tenure area where an opening exists and the teacher has certification in that area or can achieve certification in that area.
ARTICLE VII – TEACHING SCHEDULE

1. The teaching day shall not exceed seven (7) hours and fifteen (15) minutes unless mutually agreed.

Each workweek shall have one (1) day extended until 4:00 p.m. The day scheduled for extended time shall be Monday unless school does not meet on that day, in which case the extended day will be the first day of school immediately following that Monday.

Two (2) Mondays per month shall be used for collaborative planning meetings. A team of two (2) members of the Margaretville Teachers’ Association and an administrator will direct the collaborative planning meetings. The administration will be provided with a list of conference participants and a list of topics covered.

The additional time will be administratively directed and may be used for regular faculty meetings, department meetings, grade level meetings, collaborative planning meetings, curriculum development meetings, professional development time, etc. However, this time will not be used for meetings or activities for which staff are paid additional compensation. (Example: morning program planning, extra-curricular advisors, etc.) Staff may be excused from the extended portion of the day at the discretion of the appropriate grade level Administrator. (Examples of such exemptions may be graduate courses and emergency medical reasons.) Each building Administrator will develop a Committee of faculty members to evaluate and improve the after school sessions.

2. Irrespective of the initial school calendar, by the year’s end, after emergency closings, etc., the teachers’ work year shall not have exceeded one hundred eighty-six (186) scheduled workdays of required attendance.

3. Students who are in need of extra help shall be encouraged by each teacher to make proper arrangements for such help after normal hours or at such other times as are mutually convenient. The granting of such help will be accepted as the mutual responsibility of teacher and parent.

4. The school calendar shall be developed through mutual consultation between the Superintendent and the Association. Final adoption shall be by the Board and shall be in conformity with the BOCES District whenever possible.

5. Full-time teachers shall have a preparation period (one [1] full period) daily. The additional time may be achieved through increased length of special classes.

6. Margaretville Central School District will continue to attempt to abide by the Commissioner’s Regulations regarding class size and class load.

7. Whenever possible a competent substitute shall be hired when the regular teacher is absent. At no time shall students be utilized as substitute teachers.

8. No student teacher shall be used as a substitute teacher other than for the teacher or teachers under which that student teacher is training. Such use of a student teacher shall be made only
when a substitute is unavailable or when pre-planning has been arranged with the master teacher.

9. Teachers will be notified of their assignments for the coming year by the close of school in June. These assignments shall include subjects and levels to be taught, class advisorships, extra duty assignments, and homeroom assignments.

If a change must be made after June, the teacher will be notified as soon as possible. This process may need to be delayed with regard to extra-curricular assignments, provided the Administration seeks to allow volunteerism to precede final decision in this area.

10. All teachers will have a thirty (30) minute duty free period for their lunch, as far as practicable within hours normally allotted for student lunches. Cafeteria facilities will be available to teachers during their lunch break. Cafeteria supervision shall be done on a rotating basis, including unit members.

11. The employer reserves the right to make final determinations related to providing educational services through BOCES.

12. Teachers shall be at their workstations by 8:00 a.m.

13. Starting in the school year 2008-2009 teachers shall be given one (1) additional preparation period, which could be administratively directed, in a six-day cycle, in addition to the current daily preparation period. The existing Scheduling Committee shall make recommendations to the administration on creating a schedule to accomplish this. If possible, teachers with the greatest number of different teaching preparations may be given extra preparation periods.

ARTICLE VIII – REQUISITIONS AND SUPPLIES

1. By July 15, barring very extenuating circumstances, the Administration will make every reasonable effort to order materials, as specified by the staff, providing the requisition is approved.

2. When cuts are involved in the initial approval, teachers will be given the opportunity to suggest alternatives.

3. After initial approval, substitutions will not be allowed unless the specific item is unavailable, except in cases of emergency as determined by the Board of Education. Once the District budget has been approved, requisitions shall not be cut and the dollar amounts will remain constant.

4. To accomplish this, teachers will receive their forms by January 15 and shall have requests completed by February 15.

5. When the appropriate materials arrive at the school, it will be distributed within two (2) weeks.
6. In the event that a teacher is, at a later date, shifted to a different assignment, the teacher will have the right to make changes or alterations in the requisitions already submitted for the grade or assignment.

7. Every effort shall be made to repair broken equipment and facilities as quickly as possible.

8. Teachers must be responsible to promptly check supplies for accuracy upon their being received by the teaching team.

ARTICLE IX - TEACHER FACILITIES

To the extent practicable within existing facilities, the school shall have the following facilities:

1. A personal desk and file cabinet for each teacher.

2. A teacher work area containing adequate equipment and supplies, including a computer and printer, to aid in the preparation of instructional materials.

3. Separate teacher rest rooms for male and female teachers and a lounge facility with adequate furniture and adequate for the size of the teaching staff.

4. A private touch-tone telephone with its own outside line, in a private location will be provided for use by the professional staff. Each professional staff member shall receive a calling card to be used for long distance business calls.

5. An adequate portion of the parking lot reserved for teacher parking.

6. Copier usage shall be as follows:
   a. To conserve paper, copies shall utilize both sides of the paper unless not feasible.
   b. There shall be no cost for authorized copies associated with a teacher’s instructional or supervisory assignments with the school. The copy charge for staff personal use, or other not educationally-authorized use shall be consistent with the charges set in the Board’s policy on access to public records.
   c. An operator shall be designated by management and operation shall be consistent with manufacturer’s recommendations.
   d. There shall be no cost to the Margaretville Teachers’ Association for use of the copier for Association business; however the Association must furnish their own paper.

ARTICLE X - MENTORING PROGRAM

1. Purpose of Mentoring Program
Teachers entering Margaretville Central School District as Initial Educators shall be assigned an approved mentor. Mentors will be a resource for the Initial Educator to observe, confer, provide advice and assistance and overall help teachers succeed during their initial teaching experience in the District.

2. Mentor Board

A joint Mentor Board composed of three (3) teachers selected by the Association and two (2) members appointed by the District will be responsible for the method of selection and identification of mentors, selecting which teachers are to be mentored and the matching of the mentor with the educator being mentored.

a. The Mentor Board matches the Initial Educator with a mentor to assist the new teacher.

b. All decisions of the Mentor Board shall require the affirmative vote of four (4) members of the Mentor Board.

3. Mentor Criteria

a. A bargaining unit member with a minimum of three (3) years of successful teaching experience in the District and holding New York State permanent certification.

b. Shall be appointed for one (1) year, renewable by agreement.

c. Have completed required mentor training.

d. Any exception to the above criteria must be approved by the unanimous vote of the Mentor Board.

4. Mentor Requirements and Responsibilities

a. Mentors are required to assist new teachers with their initial orientation and provide continuing orientation as needed during the school year.

b. Mentors cannot be required or empowered to evaluate any member of the bargaining unit or any other employee in the District.

c. The District and Association agree that the mentor teacher shall not be required, subpoenaed or called to testify as a witness in any Board or Administrative meeting, grievance, discipline, discharge or non-renewal procedure, or an arbitration on behalf of the District against the educator being mentored.

d. All communication between mentor and the educator being mentored shall remain confidential (i.e. exclusively between them).

5. Mentor Limitations
Should an ex-member take an administrative/supervisory position he/she can have no involvement in the evaluation of the teacher(s) he/she mentored until the teacher holds a professional license.

6. Mentor Incentives
   a. Mentors shall be paid their per diem rate for their attendance at both the required mentor training and the initial orientation for all new teachers.
   b. Mentors shall be compensated at the rate of one hundred dollars ($100) per month for the school year.
   c. Any other required attendance outside the school day shall also be paid at the per diem rate.

7. Mentor Removal
   The mentor may request to be removed from mentoring an Initial Educator. The removal of the mentor will not occur without the Initial Educator being informed. If the mentor no longer wishes to participate, the request shall be granted and the Mentor Board shall use its best efforts to timely provide a new mentor to the Initial Educator. There shall be no recriminations when the request is made by the mentor.

8. Mentor Protection
   The District agrees to indemnify and shall save mentors and those reviewing and making recommendations on professional development plans harmless against any and all claims or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken, which action or non-action is in compliance with the provisions of this Article, including but not limited to claims against the bargaining unit member for denial of an educational license to another employee.

9. This Article will be reviewed and renegotiated at the end of each Contract year.

ARTICLE XI – TEACHER EVALUATION

1. Teacher observations will be performed by members of the Administrative staff (may include the Superintendent) according to the following schedule:
   a. Probationary
      1) First Year Teachers
         Minimum of two (2) each semester separated by at least a week. A first year teacher shall be notified one (1) day prior to the first observation.
      2) Remaining Probationary Years
Minimum of one (1) observation each semester.

b. Tenures

1) All teachers granted tenure can expect to be observed by a Certified Administrator at least once a year.

2) A second observation may be requested.

2. At least one (1) of the observations may be conducted by the Superintendent as per past practice.

3. Teachers will be given a copy of any class visit or evaluation report prepared by their observing Administrator within three (3) days. No such report shall be submitted to the Superintendent, placed in a teacher’s file, or otherwise acted upon without the teacher having the opportunity for a conference with the evaluator prior to such action at which time both parties shall have the opportunity to date and sign the said report. Such signature by the teacher does not mean they agree, but only that they have seen said item before it goes into the file. If the teacher wishes to take the report and review before signing, it must be returned signed within three (3) additional school days.

4. There shall be one (1) personnel file on each teacher.

5. Any teacher will be made aware of and have the right to respond in writing to any material in his/her file other than tenure communications or pre-employment materials, which are confidential communications.

6. If a teacher, in checking his/her file, finds that one (1) or more reports have been removed from the file, he/she has the right to replace copies of these reports in the file.

7. Teachers will have the right, upon request, to review the contents of their personal files except confidential communications and to make copies of any documents in it. A teacher will be entitled to have a representative of the Association accompany him/her during such review.

8. All teachers prior to employment shall be thoroughly advised as to the evaluation procedures and instruments which are provided for by the policy. Teachers shall be informed as to who shall observe and evaluate their performance and what the scope of the evaluator’s authority shall be.

9. All evaluations of the teacher’s activities shall be conducted openly and with the teacher’s full knowledge and awareness. The limiting principles of this clause apply only to regular classroom observations (per preceding Sections 1 and 2) where the instructional performance and capabilities of a teacher are being rated.

10. If a teacher is not performing satisfactorily, he/she will be given assistance by the Administration to help improve his/her teaching. Prior to the final year of probation, the likelihood of his/her being given tenure will be discussed with him/her. At such times, it is one of the professional expectations of a teacher to improve where necessary.
11. During the first and second years of service, a probationary teacher will be dismissed under applicable portions of Education Law (3031).

After two (2) years of service a teacher who is dismissed will be granted a full Board of Education hearing if he/she requests it. At this hearing the teacher and his/her representatives will have the right to present a defense. A detailed written record will be kept.
No teacher granted tenure shall be dismissed without just cause.

EVALUATIONS

A Committee shall be formed to bring Article XI into compliance with the Annual Professional Performance Review. The Committee's recommendations must be approved and ratified by both parties.

ARTICLE XII - LEAVES OF ABSENCE

SHORT TERM

1. Sick Leave

Sick leave is an insurance against major income losses for unavoidable reasons. It is, therefore, designed to guarantee as much accumulation as is practical. It is like insurance protection, there if you need it, but with the hope that it will not be needed.

a. For eleven (11) month employees, seventeen (17) days per year for personal illness cumulative to one hundred ninety-eight (198) days shall be granted and added to any unused accumulated leave time as of August 1 of a given year of employment. (This may coincide with the employment of the person involved.)

b. For ten (10) month employees, fifteen (15) days per year for personal illness cumulative to one hundred eighty (180) days shall be granted and added to any unused or accumulated leave time as of September 1 of a given year of employment.

c. Teachers beginning employment after September 30 shall be granted sick leave at pro-rated basis of one and one-half (1 1/2) days per month.

d. Each teacher shall receive written notification by November 15 regarding the number of days he/she has accumulated to this time.

e. More than four (4) consecutive days of absence shall be attested to and accompanied by a doctor's certificate if requested by the Superintendent.

f. If a unit member maintains a minimum of one hundred sixty (160) accumulated sick days in any semester, an additional two hundred twenty-five dollars ($225) will be added to the last pay check for that semester.

For purposes of the semi-annual sick day incentive, sick days will accumulate to a total of one hundred and eighty (180) days. Teachers will receive credit for sick days beyond
one hundred and eighty (180) which were accumulated prior to the onset of this Contract (going back to the date they were hired).

2. Sick Bank

A Sick Bank shall be established at Margaretville Central School in the 1987-1988 school year. The Margaretville Teachers’ Association shall designate a Sick Bank administrator, and so notify the Superintendent by September of each school year.

Unless a Margaretville Teachers’ Association member notifies the Sick Bank administrator in writing that he/she does not wish to participate, one (1) sick day shall be automatically contributed annually to the Sick Bank by all Margaretville Teachers’ Association members until the Bank reaches four hundred (400) days.

Past Margaretville Teachers’ Association contributing members need not donate one (1) of their sick days unless the Bank falls below four hundred (400) days. All contributing past members will continue their membership in the Bank. Unit members who join the Bank beginning with the 2004-2005 school year must contribute one (1) day per year for three (3) consecutive years regardless of the Bank reaching the four hundred forty (440) day mark.

Participating teachers may draw sick days from the Bank only when the teacher has no more available sick days accumulated, in accordance with Sick Bank guidelines as established by the Margaretville Teachers’ Association.

By October 15 of each school year, the Sick Bank administrator will inform all participating teachers of the number of sick days in the Bank. A similar report will be made to Sick Bank participants by June 15 of each year.

3. Sickness or Death in the Family

In case of illness in the family, where an apparent moral obligation of the teacher exists, full salary will be granted for the first five (5) days, provided the total for such absences does not exceed yearly, five (5) days.

In case of death in the family, where an apparent moral obligation of the teacher exists, full salary will be granted for the first five (5) days in each instance without yearly limit.

In the case of absence in excess of that allowed in the foregoing instances, deductions will be made at the rate of 1/240 for twelve (12) month employees, 1/220 for eleven (11) month employees, and 1/200 for ten (10) month employees, of the full yearly salary, thus leaving intact the cumulative personal illness benefits.

Each staff member who expects to be, or is to be absent from duty MUST NOTIFY the school secretary or Administration or the employment office. Such notification is to be at 7:00 a.m. of the day of absence except in extreme cases. This is necessary in order that a substitute may be called in time to fill the position. All substitutes are to be paid by the Board of Education from the fund established for that specific function and at a rate or rates determined by the Board of Education.
4. Family Leave Bank

A Family Leave Bank shall be established at Margaretville Central School in the 2004-2005 school year. The Margaretville Teachers' Association shall designate a Leave Bank administrator and so notify the Superintendent by September of each school year.

Unless a teacher notifies the Leave Bank administrator in writing that they do not wish to participate, one (1) family day will be contributed annually to the Leave Bank by all teachers until the Bank reaches two hundred fifty (250) days.

After the total number of Family Leave Bank days reaches two hundred fifty (250), the requirement to donate annually will follow Margaretville Teachers' Association guidelines. Margaretville Teachers' Association members participating in the Family Leave Bank continue to have full privileges even in years when they are not required to contribute.

Participating teachers may draw leave days from the Bank in accordance with the Leave Bank guidelines as established by the Margaretville Teachers' Association only when the teacher has no more available family days.

Teachers not wishing to participate must inform the Leave Bank administrator in writing by September 30 of each school year.

By October 15 of each school year the Leave Bank administrator will inform all participating teachers of the number of leave days in the Bank. A similar report will be made to Leave Bank participants by June 15 of each year.

Decisions of the Family Leave Bank Committee are not grievable.

5. Religious Observance

When an employee is and/or must be absent for a legitimate religious observance day or days; or where such religious day(s) are a moral obligation to an employee, up to two (2) days shall be granted without deduction of salary or charged against other types of leave time. Any such days taken beyond two (2) shall be charged against personal business days or in the event that no personal days are remaining, a per diem deduction in pay shall be charged against the employee.

6. Personal Business

A maximum of three (3) days in any year (July through June 30) shall be granted upon request of the staff member providing forty-eight (48) hours written notice of intent is given, except in emergencies when notification may be given as soon as possible. Personal business days may not accumulate as such, but will be added to personal illness leave time if not used. They may not be deducted from the personal illness time if used. In excess of three (3) days, in such cases, deduction will be made at the rate of 1/200 for ten (10) month employees of the full yearly salary, thus leaving intact cumulative personal illness benefits.

Personal days will not be used the day before or the day after a holiday or vacation except in emergencies or extraordinary circumstances with the consent of the Superintendent.
It is understood that personal days are intended for the conducting of business not normally able to be pursued outside of the allotted time for school sessions.

7. Absence for Other Personal Reasons

In cases of quarantine, jury service and other unusual conditions, deductions will be exempted only by the Board of Education.

8. Appearance in Court

A temporary leave of absence with pay will be granted for attendance required in Court as a witness or from a Subpoena, with no loss of leave days.

9. Visiting Day

A visiting day for the purpose of studying other School systems or curricula may be granted when deemed advisable by the Board of Education and the Superintendent.

10. Association Business

As requested, up to an aggregate total of three (3) days yearly will be granted for Association Business. Applications are to be co-signed by the Margaretville Teachers’ Association President. The maximum of three (3) pertains to the overall Bargaining Unit and not to each applicant.

LONG TERM (WITHOUT PAY)

Formal applications must be made for leave for one (1) semester which may be renewed by semesters annually, but may not exceed two (2) consecutive years. A physician’s certificate of applicant’s health may be required with the application and also certification of fitness of health upon the applicant’s return to duty.

1. Child Rearing Leave

A leave of absence for the rearing of a child born into a family or for the adoption of a child into the family shall be granted for a period not to exceed two (2) years, exclusive of pre-natal or post-natal temporary disability. The leave shall be granted for a period ending at a semester’s juncture.

A parent must request this leave no later than sixty (60) days prior to the date leave is to begin (or as soon as possible in the case of adoption). This leave shall be without pay. Notification of the leave shall be made to the Superintendent.

Replacement is to be made as soon as possible after notification. However, consideration will be given in terms of the children in the grade or classes affected in selection of the new teacher and the appropriate time for replacement.

A teacher on child rearing leave shall have the option of participating in the District medical coverage at his/her own cost.
Notification of the teacher's intent to return from child rearing leave shall be made to the Superintendent. A teacher intending to return by September 1 must notify the District by April 1. A teacher intending to return by January 1 must notify the District by August 1.

2. Illness in the Immediate Family

In case of illness in the immediate family (parent, wife, husband, child, brother or sister) leave may, upon formal application, be granted for not less than one-half (1/2) year and for not more than two (2) years.

3. Travel for Personal Improvement

Upon formal application such leave may be permitted for one-half (1/2) to one (1) year only in a five (5) year period, if recommended by the Superintendent.

4. Health and Hardship Leave

Cases involving hardship may be referred to the Board of Education for consideration.

5. Military Leave

In accordance with Military Laws, persons who are required to fill military requirements will be granted Military Leave.

RELATIONS OF LEAVES

1. No yearly sick leave benefits and no accumulated sick leave benefits may be used to extend a leave of absence.

2. It is understood between the parties that none of the leave benefits available to professional employees under this Agreement are intended to be taken concurrently.

3. Legitimate long term leaves of absence are understood to be interruptions of the probationary period and not in lieu of a portion of the service required in fulfillment of the probationary period.

SUMMER STAFF DEVELOPMENT LEAVE WITH PAY

Summer Staff Development (SSD) is available to teachers who meet the requirement set forth in the Summer Staff Development leave policy. The objective of such leave is to increase each teacher's professional self-improvement. The Comprehensive District Education Plan (CDEP) projects may encompass thirty percent (30%) of available Summer Staff Development (SSD) days as weighted factor in choosing participants. The remaining seventy percent (70%) shall be determined as in the past. If the remaining seventy percent (70%) is not utilized by non-Comprehensive District Education Plan (CDEP) projects, the remaining time may also be used for Comprehensive District Education Plan (CDEP) projects.

1. Summer Staff Development leave may be granted, but not limited to, advanced study, travel or other professional experiences during the Summer recess.
2. A teacher who has completed one (1) year of service to the Margaretville Central School District will be eligible. A teacher may apply in his/her first (1st) year for the Summer Staff Development (SSD) that Summer.

3. Consecutive summer sessions may be granted for Summer Staff Development.

4. Applications for Summer Staff Development shall be submitted by April 1 and selection of successful candidates completed by April 30.

5. Each application shall describe the duration of the Summer Staff Development and the purpose of the leave. Duration of the Summer Staff Development shall not be changed by the Committee.

6. A Selection Committee comprised of two (2) Margaretville Teachers' Association members, two (2) members of the Board of Education, and the Superintendent will review all applications and recommend or not recommend the teachers to be selected. Some of the following factors shall be considered in deciding the successful recipient: seniority, graduate study as it relates to Master's or advanced degrees or certificates, past effort for professional improvement, distribution among departments and plan submitted.

All applicants shall be notified in writing of their acceptance or rejection into the program. If the application is rejected, reasons for the rejection must be included in the letter from the Committee. Applicants must be notified of acceptance or rejection by April 30.

7. Summer Staff Development shall be granted to any number of teachers not to exceed twenty-four (24) weeks. Every effort shall be made to grant a Summer Staff Development to each of the following areas: K-4, 5-8, and 9-12.

8. Reimbursement shall be made each regularly scheduled pay date during the Summer recess at a rate of 1/200 of annual income for each day of Summer Staff Development.

9. Summer Staff Development leaves may not commence until regular session is concluded. Leave must end by the opening day of school for the next school year.

CONTRACTUAL NATURE OF LEAVES

1. The Margaretville Teachers' Association does not condone leaves of absence in excess of those provided in the Contract or which may be made possible through the Contract, and will encourage compliance with the Contract.

2. No sick days, personal days, or other leave days will be charged against a teacher if school is not held on the day of the leave.

ARTICLE XIII – SALARY

1. New Bargaining Unit employees shall be hired on the basis of a salary base no less than thirty-seven thousand seven hundred and eighty three dollars ($37,783) for the school year 2008-
2009; a base of thirty-seven thousand eight hundred and eighty three dollars ($37,883) for the school year 2009-2010; a base of thirty-seven thousand nine hundred and eighty three dollars ($37,983) for the school year 2010-2011.

2. All teacher salaries shall, when computed, be rounded off to the nearest whole dollar. Salaries and/or raises shall be pro-rated, as in prior practice, for part-timers.

3. If the first regular pay period of the school year does not fall on the first or second Friday after school has started, then each teacher will receive a check on the first Friday of the school year for work performed up to that day. Thereafter, each teacher shall have the option of receiving the remainder of his/her Contract salary in:
   a. Twenty-one (21) equal bi-weekly payments, or
   b. Twenty (20) bi-weekly payments, each 1/26 of the remaining annual salary and one (1) payment, 6/26 of the remaining annual salary.

4. In the contract year 2008-2009 each returning teacher shall receive a four percent (4%) raise over his/her 2007-2008 salary.

5. In the contract year 2009-2010 each returning teacher shall receive a four and twenty-five hundredths percent (4.25%) raise over his/her 2008-2009 salary.

6. In the contract year 2010-2011 each returning teacher shall receive a four and one-half percent (4.5%) raise over his/her 2009-2010 salary.

7. Compensation for new, approved graduate hours shall be sixty dollars ($60) per approved graduate hour in cases preceding permanent certification and seventy-five dollars ($75) per approved graduate hour in cases beyond permanent certification (up to the existing maximum of B + 60 or M + 60).

8. Teachers earning advanced degrees in the field of the Margaretville Central School District teaching assignment will receive a one (1) time bonus, not to become part of their base salary:
   Ph.D. ........................................................................................................................................ seven hundred fifty dollars ($750)
   M.F.A........................................................................................................................................ five hundred dollars ($500)

9. The District shall provide employees, who so specify in writing, the opportunity for direct deposit to the designated teacher credit union through payroll deductions. The present number of Tax Sheltered Annuities (TSAs) or Tax Deferred Annuities (TDAs) will be capped. Should a new employee, at the time of employment, belong to any other Tax Sheltered Annuity (TSA), Tax Deferred Annuity (TDA), or credit union, the District shall honor these new programs and make them available to all employees.
ARTICLE XIV – LONGEVITY

Teachers at Margaretville Central School shall receive the following longevities:

At the 15th year of service to MCS $1500 added to their base salary
At the 20th year of service to MCS $2000 added to their base salary
At the 25th year of service to MCS $2500 added to their base salary
At the 30th year of service to MCS $3000 added to their base salary

At the onset of this contract present teachers with years of service to Margaretville Central School will be “grandfathered”. This means a teacher with 23 years of service to MCS will receive his/her contracted raise plus $2000 added to their base salary. After two more years of service, this same teacher would get his/her contracted raise plus $2500 added to his/her salary.

ARTICLE XV – CURRICULUM SPECIALIST

Description: There will be four (4) curriculum specialists who will cover the core areas of English, Math, Social Studies and Science.

The principal will have primary responsibility for supervising these individuals. The principal and these individuals shall be expected to meet at least once per month. Meeting(s) shall occur Mondays through Thursdays.

Curriculum Specialists shall not be assigned non-teaching duties. Additional time after school will also be necessary.

Duties and Responsibilities may include:

1. Planning, organizing and presiding over departmental teacher meetings during department time as provided by the District.

2. Helping plan and implement professional development activities conducted during the school year.

3. Meeting with other curriculum specialists, as needed, to promote interdisciplinary programs.

4. Giving input to the building principal in the selection of department personnel, which includes assisting in the interviewing and assigning of department personnel.

5. Advising the principal on teachers’ subject assignment.

6. Preparing an annual report for the Superintendent and the Board of Education on the status of each program.

7. Advising the Principal and Guidance Counselor in coordinating special presentations.

8. Advising the Principal as to issues affecting scheduling.
9. In conjunction with administrators and mentors, orienting new teachers to curricular issues and materials within their area.

10. Promoting the continuous evaluation of the curriculum program in terms of student progress.

11. Coordinating and updating departmental curriculum program in terms of student progress.

12. Serving as a member of textbook selection committee for assigned curriculum area.

13. Coordinating field trips with units of study.

14. Trained to be in-house expert on curriculum programs in assigned areas. Training outside of the normal teaching schedule shall be compensated at 1/200 of salary.

15. Facilitating curriculum alignment across grade levels in conjunction with the administration.

Teachers who are interested in one of these positions will make application to the Superintendent. Candidates will be interviewed by a team of two teachers and two administrators and/or Board members.

Minimum Qualifications for the position of Curriculum Specialist:

1. Tenure is required.

2. Teacher certification, expertise, and demonstrated knowledge in the subject area.

3. These positions shall be offered to unit members. If no unit member applies for the position, it may be advertised at the discretion of the Superintendent.

4. This position will be an annual appointment.

5. A Curriculum Specialist shall be paid $2500 per year.

At the completion of the first year of this contract (June 30, 2009), the parties agree to meet and evaluate the curriculum specialist process and the quality and frequency of the meetings. Any changes must be ratified by both parties.

**ARTICLE XVI – NATIONAL BOARD CERTIFICATION**

Any teacher, working at or hired by Margaretville Central School, possessing or earning the National Board Teaching Certification shall receive a stipend of one thousand five hundred dollars ($1,500) per year that the certification is valid.
ARTICLE XVII – EXTRA DUTIES

For The Contract Year 2008-2009  $145 Per Point
For The Contract Year 2009-2010  $150 Per Point
For The Contract Year 2010-2011  $160 Per Point

<table>
<thead>
<tr>
<th>Physical Education</th>
<th>Points</th>
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</thead>
<tbody>
<tr>
<td>Athletic Director</td>
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</tr>
<tr>
<td>Cheerleading</td>
<td>14</td>
</tr>
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<td>Color Guard</td>
<td>3</td>
</tr>
<tr>
<td>Fall Intramurals</td>
<td>2</td>
</tr>
<tr>
<td>Junior Varsity Boys Basketball</td>
<td>19</td>
</tr>
<tr>
<td>Junior Varsity Girls Basketball</td>
<td>19</td>
</tr>
<tr>
<td>LOG</td>
<td>5</td>
</tr>
<tr>
<td>Media Club</td>
<td>4</td>
</tr>
<tr>
<td>Modified A Boys Baseball</td>
<td>14</td>
</tr>
<tr>
<td>Modified A Girls Softball</td>
<td>14</td>
</tr>
<tr>
<td>Modified B Girls Basketball</td>
<td>15</td>
</tr>
<tr>
<td>Modified B Boys Basketball</td>
<td>15</td>
</tr>
<tr>
<td>Modified A Boys Soccer</td>
<td>14</td>
</tr>
<tr>
<td>Modified A Girls Soccer</td>
<td>14</td>
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<tr>
<td>Pep Squad</td>
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<tr>
<td>Ski Team</td>
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<td>Spring Intramurals</td>
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<td>Tennis</td>
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<td>Varsity Boys Baseball</td>
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<td>Varsity Girls Soccer</td>
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<tr>
<th>Class Advisors</th>
<th>Points</th>
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<tbody>
<tr>
<td>6th Grade Celebration</td>
<td>4</td>
</tr>
<tr>
<td>9th Grade Advisor</td>
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<tr>
<td>10th Grade Advisor</td>
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<tr>
<td>11th Grade Advisor</td>
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<td>12th Grade Advisor</td>
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<tr>
<th>Extra-Curricular</th>
<th>Points</th>
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<tr>
<td>Art &amp; Ed</td>
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<tr>
<td>Art Club</td>
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<tr>
<td>Band</td>
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<tr>
<td>Big M Club</td>
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<tr>
<td>Chess Club</td>
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</tr>
<tr>
<td>Citizen Bee</td>
<td>1</td>
</tr>
<tr>
<td>Colorguard</td>
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<tr>
<td>County Festival</td>
<td>1 each</td>
</tr>
<tr>
<td>FCCLH</td>
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</tr>
<tr>
<td>French Club</td>
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### Extra-Curricular Points

<table>
<thead>
<tr>
<th>Activity</th>
<th>Points</th>
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<tbody>
<tr>
<td>Junior Honor Society</td>
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<tr>
<td>Senior Honor Society</td>
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<tr>
<td>Log</td>
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<tr>
<td>Mathletes</td>
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</tr>
<tr>
<td>Mediator</td>
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</tr>
<tr>
<td>Morning Program</td>
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</tr>
<tr>
<td>Newspaper (HS)</td>
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</tr>
<tr>
<td>NYSSMA</td>
<td>2@3</td>
</tr>
<tr>
<td>Outdoor Club</td>
<td>4</td>
</tr>
<tr>
<td>Reading Club</td>
<td>2</td>
</tr>
<tr>
<td>SADD</td>
<td>4</td>
</tr>
<tr>
<td>Scitamard</td>
<td></td>
</tr>
<tr>
<td>Senate</td>
<td>2 each</td>
</tr>
<tr>
<td>Stock Market Game</td>
<td></td>
</tr>
</tbody>
</table>

**For number of participants at 3**

**Drama-10, Musical-12**

1. A list of dates shall be posted on the bulletin board in the Main Office as soon as the basketball schedule is known. Faculty members will have one (1) month to volunteer as chaperones. If vacancies still occur, non-unit members may volunteer.

2. Chaperones shall be paid forty dollars ($40) per day. Compensation will be paid for scorers, timers and ticket sellers, other than students, at twenty-five dollars ($25) per day for 2004-2005, and thirty dollars ($30) per day commencing in the 2005-2006 school year.

3. Teachers may apply for the extra duties or may be appointed by the Administration whose decision shall be final in either event. Chaperones, scorers, timers and ticket sellers will not be assigned by the Administration. These duties will be strictly voluntary.

4. The teacher in charge of cheerleading will be paid the extra fee for chaperoning if required to perform chaperone duties.

5. Two (2) chaperones will be required for each dance and will be paid forty dollars ($40) per chaperone per dance. Should the faculty member be the advisor to the class group, this amount will be paid in addition to that of advisor.

The advisor to the activity shall inform his/her students that only two (2) faculty members shall be secured as chaperones. It shall be the responsibility of the faculty chaperones to inform the parents (chaperones) of their duties and responsibilities.

6. The amounts due for extra duty shall be paid at the completion of the assignment, except full year responsibilities which are to be included in the regular salary payments throughout the year.

7. Additional activities and clubs may, in accordance with Board of Education policy, be initiated by teachers, students or Administrators. These activities will be assigned to the extra duty schedule through the negotiations process. It is not inferred from the listing of extra activities supervision, that all functions must be fully offered each year, or to the same number of staff, or
to the extent they have been in the past. Said activities are subject to Board of Education
approval.

ARTICLE XVIII – MEDICAL COVERAGE

HEALTH

1. Eligibility and Payment

All current and new District employees shall contribute 6.5% of their health insurance
premium for 2008-2009 school year.

All current and new District employees shall contribute 7.0% of their health insurance
premium for 2009-2010 school year.

All current and new District employees shall contribute 7.5% of their health insurance
premium for 2010-2011 school year.

The Prescription Drug coverage shall include an employee co-pay of ten dollars ($10)
for generic prescriptions and a fifteen dollars ($15) co-pay for name brand prescriptions.
There shall be no co-pay for mail-in prescriptions. If there is no generic equivalent for a
prescription or if the employee’s attending physician refuses to prescribe a generic drug,
the employee’s co-pay shall be ten dollars ($10).

a. Multiple Coverage

1) 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.

2) Employees declining health care coverage, who by written waiver show proof of
other health insurance 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 restriction of the carrier,
and any payment due the employee shall be pro-rated.

b. Retirees

1) All unit members that are eligible for Retiree Health Insurance and other
retirement benefits shall fill out the Retirement Benefit Form attached to this
Contract as Appendix B. Once completed, both the Retiree and the District shall
sign the Retirement Benefit Form and copies shall be given to each party.
2) With respect to teachers who have entered retirement from the Margaretville Central School District after the fixed date of July 1, 1989, the Board of Education pays seventy-five percent (75%) of the individual premium or fifty percent (50%) of the family premium.

3) With respect to teachers who have entered retirement from the Margaretville Central School District earlier than indicated in Section 1, the Board of Education pays fifty percent (50%) of the individual premium or thirty-five percent (35%) of the family premium.

4) Employees must attain a minimum of ten (10) full years of employment at Margaretville Central School in order to qualify for retiree insurance benefits.

2. Terms of Coverage


b. 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. 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.

c. Employees who submit claims in accordance with the procedures established by the Plan shall have said claims paid, to the extent of the 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.

d. The Chief School Officer shall distribute copies of the minutes of each meeting of the Governing Board of the Catskill Area School Employee Health Benefit Plan to the Association, within three (3) days of the receipt of the District of those minutes.

e. The Administrator from BOCES responsible for the Health Plan, or his/her designee, shall be requested to come to Margaretville twice a year to report on the Plan and respond to questions from covered employees.

f. Copies of the booklet describing all benefits, if available from the Plan, shall be distributed through the Main Office mailboxes by September 30 of each year.

g. The District shall recommend to the Plan that:

1) Each employee will receive through the Plan, a plastic identification card showing membership in the Plan.
2) A twenty-four (24) hour “eight hundred number” be provided to allow members to contact the Insurance Administrators at all times.

DENTAL

The Board of Education will provide Blue Cross/Blue Shield Plan B with the following riders:

Orthodontics
Periodontics
Prosthetics
Student to age twenty-five (25)

The Board of Education will pay one hundred percent (100%) of the premiums for individual or family coverage. Should BOCES adopt a dental plan equal to or better than Blue Cross/Blue Shield Plan B, with the above-mentioned riders, the Association agrees to participate in such a plan.

LEAVING THE PROGRAM

Teachers leaving or teachers retiring from the system at the end of June shall have coverage paid through August.

CHANGING THE PLANS

If the District is considering changing the above carriers and/or plans, it will notify the Margaretville Teachers’ Association and engage the issue in bargaining with the Union. The Margaretville Teachers’ Association will agree, insurance carriers and/or plans are re-openable.

IRS 125

An IRS-125 Plan will be made available to all Association members starting in September of 1995. The Plan shall be on a voluntary basis and the District shall pay all startup 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 XIX – DUES DEDUCTION

1. The Board of Education of the Margaretville Central School District agrees to deduct from the salary of each unit member who so authorizes, dues for the Margaretville Teachers’ Association (MTA). The Board of Education agrees to promptly transmit the amount of such dues to the Margaretville Teachers’ Association. Teacher authorization shall be in writing.

2. The Margaretville Teachers’ Association shall notify the Board of Education (through the Clerk of the Board) of its current membership dues.

3. The total membership dues shall be deducted equally from each paycheck through the school year.
4. The Association shall provide the Board of Education with the original signed dues authorization cards by October 15.

5. The Board of Education shall, following the pay period from which a dues deduction is made, transmit the amount so deducted to the Margaretville Teachers' Association. The first transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

6. An employee may withdraw his/her authorization at any time by written notice received by the Board of Education at least two (2) weeks prior to the effective pay period, and may not re-apply during the present year. The Board of Education will notify the Association of such withdrawal before or at the time of the next transmittal.

7. Teachers hired after the beginning of the school year may still elect payroll deductions. Apply three (3) and four (4) to their date of employment when possible, but the Association must have a minimum of one (1) week to file the authorization card with the Clerk of the Board of Education.

8. The District shall provide employees who so specify in writing the opportunity for direct deposit to the designated teachers' credit union, through payroll deductions.

**ARTICLE XX – RETIREMENT INCENTIVE**

1. Any full-time member of the Bargaining Unit who will retire and who meets the age and eligibility requirements specified in this Article shall be entitled to the Retirement Incentive.

2. If eligible, the unit member and District shall fill out and sign the Retirement Benefit Form attached to this Contract as Appendix B.

3. In order to be eligible for this benefit, an applicant must:
   a. Have worked in the District for at least twelve (12) years.
   b. Be eligible for retirement in accordance with the established rules of the New York State Teachers' Retirement System (NYSTRS).
   c. Notify the District in writing of his/her intention no later than January 31 preceding the fiscal year in which said retirement is to take place.
   d. Participants must retire by the end of the school year in which they become age eligible. Example: Tier I – age 55, 56 or 57.

4. Participants with less than thirty (30) years of service to Margaretville Central School shall receive for the first two (2) years of eligibility plus the remainder of the school year for the final year of eligibility, sixteen thousand five hundred dollars ($16,500) plus twenty-seven dollars ($27) per each accumulated sick day.
Participants with thirty (30) or more years of service to Margaretville Central School shall receive for the first two (2) years of eligibility plus the remainder of the school year for the final year of eligibility, sixteen thousand five hundred dollars ($16,500) plus twenty-seven dollars ($27) for the first one hundred eighty (180) days and thirty dollars ($30) for each sick day beyond one hundred eighty (180).

Any teacher having thirty (30) or more years of service to Margaretville Central School, but is beyond the first two (2) years of eligibility plus the remainder of the school year for the final year of eligibility, will receive twenty-seven dollars ($27) for the first one hundred eighty (180) days and thirty dollars ($30) for each sick day beyond one hundred eighty (180).

5. All incentive and sick day buy-back monies shall be deposited into the agreed upon 403(b) account as per Memorandum of Agreement – 403(b) Program (see Appendix C) for the 2003-2005 school year.

Note: Should the 403(b) Memorandum of Agreement described above cease to exist retirees may choose to have the money as a “bonus” as per the Retirement Benefit Form or put towards health care as a percentage decrease.

This benefit will be retroactive to June 2004.

When it is necessary for a teacher to use sick days, they will be deducted as follows:

a. For purposes of the sick day incentive they will be deducted from his/her accumulated total, which is capped at one hundred and eighty (180) (plus fifteen (15) days for the new year which cannot carry over past one hundred and eighty (180).

b. For purposes of the retirement incentive, they will be deducted from the grand total accrued which is unlimited.

Example: A teacher has maintained 180 sick days for a number of years. His/her total towards his/her retirement has reached 460. If he/she has a catastrophic illness the year before retirement and uses 94 days he/she would then have 101 days left for sick day usage and would no longer get the bi-annual sick day incentive but would still have 366 days accrued towards his/her retirement incentive total.

Part-time teachers who meet all other eligibility criteria shall be eligible for a pro-rated Retirement Incentive benefit.

6. The Incentive shall be paid in a lump sum and included in the participant’s last regular paycheck. However, alternate methods of payment may be agreed to by the teacher and the District provided they are acceptable with the New York State Teachers’ Retirement System (NYSTRS).

7. The District shall report the incentive as earnings for the last school year worked by the teacher.

8. In the event that any provision of this Article becomes unacceptable to the New York State Teachers’ Retirement System (NYSTRS), the parties will (prior to July 1 of the year this becomes known to the parties) meet for the purpose of mutually re-wording the Article to preserve the original intent of the parties, to the extent feasible.
9. The amount of the Incentive shall not be subject to change other than through a regular round of negotiations.

10. In order to be eligible for the retirement incentive, a teacher must give irrevocable notice of retirement to the District no later than March 1 of the year they wish to retire.

   a. This irrevocable notice may be rescinded in the extreme change in circumstance of the death of a spouse.

   b. Notice may also be rescinded up to the 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 XXI – JURISDICTION OF AGREEMENT

1. As per Section 204-a of the Taylor Law, IT IS AGREED BY THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2. If any provision of this Agreement shall be found contrary to Law, including New York State Education Law as interpreted by the Commissioner, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by Law.

3. Directing the work force in the performance of necessary educational functions, the District recognizes that it must operate in accordance with all statutory provisions of the State, and such other regulations as are promulgated by the Commissioner of Education in accordance with such Statutes.

4. Failure of the District, or the Association, 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.

ARTICLE XXII – SITE-BASED DECISION MAKING

The District and the Association agree to maintain a Committee to implement Section 100.11 of the Regulations of the Commissioner of Education.
ARTICLE XXIII – TUITION

1. The Margaretville Central School District tuition for children of non-resident Margaretville Central School District teachers shall be levied at an amount one-third \((1/3)\) below the prevailing full tuition for other non-resident family tuition payers.

2. When implementing this provision, all faculty members employed prior to January 1, 1993 shall be grandfathered.

ARTICLE XXIV – DURATION OF AGREEMENT

1. This Agreement shall be three (3) years in duration, from July 1, 2008 to June 30, 2011.

2. The language of the Contract shall have no legal standing after the above termination date. However implemented, terms and conditions of employment provided in the Agreement shall remain in effect until altered in writing between the parties. Such implemented terms and conditions of employment shall not include years of service increments, or the fourth level of the grievance procedure (3.4 through 3.6).

For the Association

[Signature]
President
Margaretville Teachers’ Association

Date 7/15/08

For the District

[Signature]
Superintendent
Margaretville Central School District

Date 7/15/08

Negotiations Chairperson
Margaretville Teachers’ Association

Date 7-11-08
## APPENDIX A – GRIEVANCE FORM

**GRIEVANCE FORM**  
(File In Duplicate)

<table>
<thead>
<tr>
<th>Name of Aggrieved Party</th>
<th>Grievance Filed Against</th>
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**Nature and Circumstances of Grievance (Including Dates and/or Places Where Applicable)**

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**Clauses in Agreement Alleged to be Violated**

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<th>Clauses in Agreement Alleged to be Violated</th>
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**Redress Sought**

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**Disposition of Case**

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**Signature**

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APPENDIX B – RETIREMENT BENEFIT FORM (without 403(b) in existence)
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 ___/___/___

HEALTH INSURANCE COVERAGE (Check one)

_______ Individual _________ Family _________ Retiree & Spouse

Your health insurance premium cost will be:

_______ % Paid by the District _________ % Paid by Retiree

_______ % Paid by the District _________ % Paid by Retiree’s Spouse*

* Should the retiree predecease the spouse, the spouse shall be allowed to remain on the District’s plan but will have to pay 100% of the premium.

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

RETIREMENT ALLOWANCE (Check one)

Option 1 _____ This allowance will be paid in the new fiscal calendar year after retirement and shall be sixteen thousand five hundred dollars ($16,500) plus twenty-seven dollars ($27) per each accumulated sick day = $__________.

Option 2 _____ For participants with thirty (30) or more years of service to Margaretville Central School within the first two (2) years of eligibility, this allowance will be paid in the new fiscal calendar year after retirement and shall be sixteen thousand five hundred dollars ($16,500) plus twenty-seven dollars ($27) for the first one hundred eighty (180) days and thirty dollars ($30) for each sick day beyond one hundred eighty (180) = $__________.

Option 3 _____ For participants with thirty (30) or more years of service to Margaretville Central School beyond the first two (2) years of eligibility, this allowance will be paid in the new fiscal calendar year after retirement and shall be twenty-seven dollars ($27) for the first one hundred eighty (180) days and thirty dollars ($30) for each sick day beyond one hundred eighty (180) = $__________.

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

Margaretville Teachers' Association Contract – 2008-2011   Page 32
APPENDIX B-1 – RETIREMENT BENEFIT FORM (with 403(b) in existence)
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  __ / __ / __

HEALTH INSURANCE COVERAGE (Check one)

_________ Individual  ________ Family  ________ Retiree & Spouse

Your health insurance premium cost will be:

_________ % Paid by the District  ________ % Paid by Retiree

_________ % Paid by the District  ________ % Paid by Retiree’s Spouse*

* Should the retiree predecease the spouse, the spouse shall be allowed to remain on the District’s plan but will have to pay 100% of the premium.

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

RETIREMENT ALLOWANCE (Check one)

Option 1 _____ This allowance will be paid in accordance with the 403(b) Guidelines found in Appendix C and shall be sixteen thousand five hundred dollars ($16,500) plus twenty-seven dollars ($27) per each accumulated sick day = $___________.

Option 2 _____ For participants with thirty (30) or more years of service to Margaretville Central School within the first two (2) years of eligibility, this allowance will be paid in accordance with the 403(b) Guidelines found in Appendix C and shall be sixteen thousand five hundred dollars ($16,500) plus twenty-seven dollars ($27) for the first one hundred eighty (180) days and thirty dollars ($30) for each sick day beyond one hundred eighty (180) = $___________.

Option 3 _____ For participants with thirty (30) or more years of service to Margaretville Central School beyond the first two (2) years of eligibility, this allowance will be paid in accordance with the 403(b) Guidelines found in Appendix C and shall be twenty-seven dollars ($27) for the first one hundred eighty (180) days and thirty dollars ($30) for each sick day beyond one hundred eighty (180) = $___________.

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
APPENDIX C - MEMORANDUM OF AGREEMENT - 403(b) PROGRAM

This Agreement is entered into this 24th day of June 2004, by and between the Margaretville Central School District ("the District") and the Margaretville Teachers' Association ("the Association").

WHEREAS, the District and the Association have a mutual desire to implement on a one (1) year trial basis, a non-elective employer 403(b) contribution for eligible employees, the following points are agreed to:

1. The District agrees to make a non-elective employer contribution for those members of the Association who avail themselves of the District's negotiated retirement incentive, the Contract retirement incentive, and/or payment in reimbursement of accumulated leave days.

2. The contribution will be placed into a mutually agreed upon 403(b) Program subject to any restrictions that the Provider or Providers may place on said contributions. The Provider will assure the District and Association it is capable of transferring within twenty-four (24) hours of receipt of such funds, the employer contribution to any 403(b) program selected by an individual employee, without any further charge to the employee. The contribution amounts for the retirement incentive and accumulated leave days are enumerated in the Collective Bargaining Agreement.

3. For the purpose of this Memorandum of Agreement, contributions will be made to one or more Providers agreed upon by the District and the Association, and approved by the Board of Education.

4. The District will remit the contribution immediately upon retirement.

5. The annual contribution(s) shall be subject to the annual contribution limits as outlined in the Internal Revenue Code.

6. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System ("NYSTRS").

7. In the event that the proposed contribution exceeds acceptable contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.

8. The employee and the Association shall hold the District harmless for any penalties, assessments, costs, or losses due to the acts or omissions of the Provider or any non-District personnel.

9. This Agreement shall become effective from the date of the signing of this Memorandum of Agreement, and notwithstanding Section 209-a(1)(e) of the Civil Service Law ("Triborough Amendment"), shall expire on June 30, 2005, unless extended or modified by mutual written agreement between the parties.

10. In agreeing to adopt (and/or modify) the Plan noted in this Memorandum of Agreement, the District makes no independent representations or warranties concerning the accuracy of any interpretation of Law or applicable regulations as advanced to the District or described by the Association, its agents, representatives, or other parties.

11. The foregoing shall be subject to approval by the Board of Education, which shall consider and determine, by resolution, the adoption of such Plan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each, by, and through their respective authorized personnel as of the date and year specified herein.

Margaretville Teachers' Association Contract – 2008-2011