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AGREEMENT

BETWEEN

MINERVA CENTRAL SCHOOL DISTRICT

CHIEF EXECUTIVE OFFICER

AND

MINERVA CENTRAL SCHOOL TEACHERS' ASSOCIATION

LOCAL 2836, NYSUT, AFT, NEA, AFL-CIO

7/1
2008-2009

2009-2010

6/30

2010-2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

NOV 23 2009

ADMINISTRATION

The Minerva Central School District does not discriminate on the basis of age, color, creed, disability, marital status, veteran status, national origin, race, or sex in the educational programs and activities in which it operates. This policy is in compliance WITH Title IX of the Educational Amendments of 1972.

Inquiries concerning this policy may be referred to the Minerva Central School District's Affirmative Action Officer, Minerva Central School, P.O. Box 39, Olmstedville, New York 12587.

The Minerva Central School District is an equal opportunity employer.

TABLE OF CONTENTS

	Page
Article I – Recognition	2
Article II – Areas for Discussion and Agreement	3
Article III – Negotiating Procedures	3-4
Article IV – Grievance Procedure	5-7
Article V – Implementation	8
Article VI – Teacher Evaluation	8
Article VII – Personnel File Policies	9
Article VIII – Sabbatical Leave	9-10
Article IX – Sickness and Disability Leave	10
Article X – Personal Leave	11
Article XI – Family Leave	11
Article XII – Maternity and Child Rearing Leave	11-12
Article XIII – Accumulative Sick Leave	12
Article XIV – Other Leaves	12-13
Article XV – Unpaid Leave	13
Article XVI – Professional Activities	14
Article XVII – Miscellaneous Provisions	14-17
Article XVIII – General Salary Matters	17-18
Article XIX – Other Reimbursement	18-19
Article XX – Extra Compensation	19-20
Article XXI – Health Insurance	21-23

Article XXII – Association Sick Leave Bank	23-24
Article XXIII – Duration of Agreement	25
Grievance Form	26-27
Salary Schedule 2008-2009	28
Salary Schedule 2009-2010	29
Salary Schedule 2010-2011	30
Salary Schedule for Teacher Assistant 2008-2011	31

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ARTICLE I - RECOGNITION

1. In accordance with the provisions of the Public Employees Fair Employment Act (Chapter 392 of the Laws of 1967, Article 14 of the Civil Service Law), the Minerva Central School Board of Education (hereinafter called the "Board") having determined that the Minerva Central School Teachers Association (hereinafter called the "Association") is supported by a majority of the professional teaching staff, not including BOCES personnel or the Superintendent, has recognized the Association as negotiating agent for said professional teaching and teaching assistant staff.
2. Long-term substitutes are included in the bargaining unit cited above after thirty (30) continuous work days of employment in the same assignment. They enjoy the benefits of this Agreement except as limited herein. Each long term substitute shall receive one cumulative sick day per calendar month at the start of each month from September through June. He/she shall receive one day non-cumulative personal business leave per school semester of employment. Leaves of any nature shall not be granted to temporary employees except as noted in this paragraph.
3. It is recognized that teachers have the right to join, or not to join, the Association. Membership shall not be a pre-requisite for employment or continuing employment of any employee. Recognition constitutes an agreement between the Board and the Association to reach mutual understanding regarding matters related to terms and conditions of employment, including grievance procedures. Increases of part time personnel salary and benefits shall be pro-rated.
4. All Articles of this Agreement will be in effect for Teaching Assistants except for the following:

Article VIII - Sabbatical Leave

Article XV - Unpaid Leave

Article XVIII - Salary: #1 Credit Hours

#2 Masters

8 In-Service

9 Longevity

A Teaching Assistant Salary Schedule will be developed by multiplying the Bachelors Column Steps 1 through 15 by .45 for each year of the Agreement.

ARTICLE II - AREAS FOR DISCUSSION AND AGREEMENT

1. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of Minerva Central School operation. The Board and the Association recognize that they must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes.
2. The Board cannot reduce, negotiate or delegate its legal responsibilities of authority and power. This agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in a written and signed amendment to this agreement. Before the Board adopts a change in policy which affects a mandatory term or condition of employment which is not covered by the terms of this agreement, and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such request with the Board within fifteen (15) work days after receipt of such notice.
3. Any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this agreement or subsequent agreement to be executed by the parties.
4. The terms and conditions may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties and a written amendment executed according to the provision of this agreement.
5. **Savings Provision:** Should any Article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section or clause.

ARTICLE III - NEGOTIATING PROCEDURES

1. The first meeting for the successor contract shall be held prior to February of the year of expiration, on a date mutually agreed to by the Board and the Association.

All issues proposed for discussion should be submitted in writing by the Association and by the Board to the delegated representatives of the other party at the first meeting. All meetings shall be held at times mutually agreed to by the parties.

2. All negotiations will be conducted in executive session. Neither party at any negotiation shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives in or outside the school district. The chairman of either group may independently call for a caucus at any time during the negotiation session. The process of "tabling" may be used. ("Tabling" shall mean "the temporary suspension of negotiation on a specific item.")
3. No final agreement shall be executed without ratification by the Association and approval by the Board. Both parties mutually pledge their representatives be clothed with necessary power and authority to make proposals, consider proposals, and reach tentative agreements in the course of negotiations. It is recognized that the negotiators for each party, having been given guidelines and instructions by the party each represents, must report from time to time to the party they represent or a committee thereof for further authorization and clarification.
4. Once agreements have been reached on individual articles, they will be initialed by both parties and will stand as tentative agreements. This clause shall not be construed as prohibiting the parties from dealing on a "package" basis. During the period of negotiations and (a) prior to reaching an agreement, or (b) prior to impasse (whichever shall occur first) the proceedings of the negotiations shall not be released to any of the public news media. Both parties recognize that it is necessary and desirable to keep the groups they represent informed of the proceedings. It is understood that when the representative bodies or committees are informed, it is to be on a confidential basis and not to be released to the news media. Either party may keep a record of the proceeding for their private use.
5. Mediation and fact finding shall be governed by the provisions of Section 209 of the Civil Service Law.
6. Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters. When a consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval.

ARTICLE IV - GRIEVANCE PROCEDURE

1. DEFINITIONS

1. Employee shall mean any teacher or bargaining unit member employed by the Minerva Central School District.
2. Chief Administrator or Superintendent shall mean the Superintendent or designee acting in that capacity.
3. Representative shall mean any person or designee of an employee or the Minerva Teachers Association.
4. Grievance shall mean
 - (a) A claim by any employee or group of employees based upon claimed violation, misinterpretation, misapplication or inequitable application of this agreement, law, or a Board of Education policy, rules and regulations, as they pertain to the terms and conditions of employment.
 - (b) Any grievance which arises from a dispute based upon this agreement may be brought to the binding arbitration stage. Any grievance which arises from a dispute over law or Board of Education policy, rules and regulations, will cease at the Board's stage of the procedures, unless otherwise mutually agreed by the Board and the Association.
5. Grievant shall mean any employee, group of employees or the Minerva Teachers Association with a claim to an alleged grievance.
6. Days - all reference to "day" or "days" shall be school days.

II. BASIC PRINCIPLES

1. The purpose of the grievance procedure shall be to secure, at the earliest possible stage, and in an orderly manner, equitable solutions to alleged grievances. The procedures here set forth will permit the presentation of grievances without coercion, discrimination, or reprisal on the part of either party. It will

provide the parties the opportunity to dispose of differences without time-consuming and disruptive processes. All discussions and hearings will be held in executive session and shall be confidential. Until a final determination is made concerning a grievance, the employee will follow the directives of his immediate supervisor.

2. The resolution of a grievance at the earliest possible stage is encouraged. The number of days indicated at each level shall be a maximum.
3. An employee shall have the right to be represented at any stage of the procedures by an individual of his/her choice.
4. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules and regulations, and policies which relate to and affect the employee in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.
5. In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limitations set forth herein will be reduced to limits mutually satisfactory so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.
6. The grievance shall be submitted in writing to the Superintendent at Level One (Formal) within thirty (30) school days of the time the aggrieved teacher knew of the events or should have known of the events or conditions upon which it was based.

III. PROCEDURES

1. Level One (Informal): The aggrieved teacher shall either directly or through the Association present his grievance to the Superintendent with the objective of resolving the matter informally.
2. Level One (Formal): If the grievance is not resolved informally, it shall be reduced to writing by the Association Grievance Committee and presented to the Superintendent. He/she shall render a decision in writing to the aggrieved teacher and Association within ten (10) days of receiving the grievance.

3. Level Two: If the decision at Level One is deemed unsatisfactory, the Association, within ten (10) days, of receiving a decision may file a written grievance to the Board of Education for review and determination.

4. Within fifteen (15) school days the Board shall hear the arguments of the Superintendent and the aggrieved teacher and/or his or her representative. The purpose of the hearing is to review the grievance and render a decision thereon. The Board shall render its decision to the aggrieved teacher and the Association within fifteen (15) school days after the hearing.

5. **Level Three - Arbitration:**

(A) If the decision of the Board of Education is not acceptable to the Association, the Association may appeal the matter to Arbitration within fifteen (15) days from receipt of the Board's decision or, in its absence, within fifteen (15) days of the final date established above for rendering such decision, by notifying the Board to that effect.

(B) The parties agree to follow the rules and procedures of the American Arbitration Association in the selection of arbitrators and in the arbitration process.

(C) The arbitrator so selected will confer with representatives of the Board and the Teachers Association Committee and hold hearings promptly in the Town of Minerva, and will issue a decision not later than twenty (20) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date that final statements and proofs are submitted. The decision of the arbitrator will be in writing and will set forth the finding of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power and authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator will be final and binding on the parties.

(D) The cost for arbitration shall be shared equally by the Board and the Association.

(E) If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred. Any decision not communicated by the District within the specified time limit will allow that decision to be appealed to the next level.

ARTICLE V - IMPLEMENTATION

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

ARTICLE VI - TEACHER EVALUATION

1. Upon request, a sample rating will be made available so teachers will know categories for evaluation.
2. Observation of classes will be reviewed with the teacher. There shall be a minimum of two formal classroom observations each year for non-tenured teachers. Tenured teachers shall have a minimum of one formal classroom observation in every three-year APPR cycle. All teachers will follow the Annual Professional Performance Review Plan.
3. All written material received concerning a teacher will be shown to the teacher. The teacher may see the material again on request, and may respond to it in writing. His/her response shall be attached to the material.
4. A teacher will be given an opportunity to discuss his/her evaluation and any material with the Administration or with the Board, after request to the administrator.
5. An Evaluation Committee, composed of two representatives appointed by the Association and two by the District, shall review the Annual Professional Performance Review Plan, including the professional evaluation system for teachers. The committee shall submit written recommendations regarding any proposed changes or additions to the APPR, including the present evaluation system to the Association and the Board of Education by May 1 each year.

ARTICLE VII - PERSONNEL FILE POLICIES

1. All data maintained by the District on individual members of the bargaining unit relative to employment, promotion, discipline, evaluation, and all other job-related matters--exclusive of confidential references and communications received in connection with the initial employment--shall be placed in a single file and maintained in the Central Office.
2. A teacher may see his/her own personnel file. Upon written request and at reasonable times, a teacher shall have the right to have copies made of any items in the personnel file. When reviewing such record, the teacher may be accompanied by a representative of his/her choosing.
3. No material shall be filed or maintained unless the teacher has had an opportunity to examine the material. The teacher must affix his/her signature on the actual copy to be kept, with the express understanding that such signature signifies only that he/she has examined the material; such signature does not necessarily indicate agreement with the material. Any refusal to sign shall be noted and witnessed on the file copy before filing.
4. A teacher shall have the right to rebut, explain and comment upon any material in her/his file and such statement shall be appended to the appropriate item(s) in the file.
5. No anonymous material shall be placed in a teacher's personnel file.

ARTICLE VIII - SABBATICAL LEAVE

1. (Teachers who have served seven (7) years for the Minerva Central School District shall become eligible for a sabbatical leave of one (1) year with one-half (1/2) pay, for the purpose of pursuing a study program, or for such other purpose, as approved by the Board.
2. No more than one (1) teacher will be granted a sabbatical leave in any one year.
3. The recipient shall be required to sign a statement that if he/she does not return and serve in the district for a two (2) year period following the sabbatical leave, he shall refund to the district all salaries received by him during the sabbatical period plus the cost of all fringe benefits (such as retirement, health insurance and Social Security), plus interest at the legal rate from July 1st following the school year of the

sabbatical. Provided that such refund shall be waived if the teacher ceases teaching during the two (2) year period because of death or permanent disability. Also provided that if a teacher returns for only one year, the refund shall be computed at fifty percent (50%) of the full cost, with interest to begin on July 1st immediately following the last full year of teaching.

4. Request for sabbaticals shall be considered only if presented to the Superintendent in writing before February 15th during the school year preceding the year for which the leave is requested.
5. All applicants for a sabbatical leave shall be notified in writing of the Board's decision no later than 10 days following the March Board of Education meeting of the year preceding the year for which the leave is requested.
6. Teachers granted a sabbatical leave shall be granted step credit for the year of their leave.)

ARTICLE IX - SICKNESS AND DISABILITY LEAVE

1. Thirteen (13) days of sickness and disability leave shall be granted to each bargaining unit member at the start of each school year. Sickness and disability leave time is to be used for absence due to illness, injury, and medical or dental appointments for the employee. At the end of each school year, any unused days shall be accumulated to a maximum accumulation of 180 days per teacher. Prior to October 10th of each school year, the Superintendent shall provide each teacher with a statement of total accumulation and the days credited for the current school year.
2. Three (3) days, non-accumulative, are allowed without loss of pay for sickness in family. Sickness in family leave time is to be used for absence due to illness, injury, and medical or dental appointments for a member of the employee's family. If more than three days are required, additional days shall be deducted from employee's sick leave. Family includes employee's wife, husband, mother, father, sister, brother, sons, and daughters, and parents of spouse.
3. In the case of an employee being absent because of sickness for a part of a day, the charge against sick leave will be left to the discretion of the Administrator.
4. Employees are advised of possible benefits available under the Family and Medical Leave Act of 1993.)

ARTICLE X - PERSONAL LEAVE

Three (3) days of personal leave shall be allowed per year, non-accumulative. Personal days shall be used for personal commitments which are not covered by the existing leave policy. They shall not be used for personal recreation. The teacher shall not be required to state the reason for such a leave, only that she/he will be taking it under this section. All personal leave must normally be approved by the Administrator at least two (2) school days in advance. Personal days that are requested for the day immediately before or after a holiday or recess will only be granted at the discretion of the Superintendent. Any personal days not used during the school year shall be added to the teacher's cumulative sick days.

ARTICLE XI - FAMILY LEAVE

1. In case of death in the immediate family, five (5) days, non-accumulative, shall be granted without loss of pay. Immediate family shall include employee's spouse, mother, father, grandmother, grandfather, sister, brother, sons and daughters, and parents of spouse.
2. One day, non-accumulative, shall be granted without loss of pay for death in the family of the employee or employee's spouse.

ARTICLE XII - MATERNITY AND CHILD REARING LEAVE

1. Any teacher, upon request, will be entitled to up to two (2) years leave without pay for purpose of childbirth or child rearing. All such requests must be approved by the Board in advance. Teachers shall notify the Board of their intention to apply for such leave as soon as possible. A teacher has the option of using accumulated sick leave during that portion of maternity leave when actually physically disabled.
2. A teacher's notification of intent to take an unpaid maternity or child rearing leave shall indicate the expected date of such leave and the expected date of return. Should these dates change, the teacher shall keep the district informed.
3. In the interest of educational continuity, the parties agree that a bargaining unit member who intends not to return to active employment following an unpaid maternity or child rearing leave should notify the Superintendent of that intention no later than sixty (60) days from the termination date of the leave, in order to permit a timely search for replacement.

4. The time of the unpaid child rearing leave shall not be counted toward the accrual of seniority with the school district.
5. Throughout the duration of the unpaid child rearing leave the school district shall not be obligated to pay for any benefits to or on behalf of the teacher involved. However, if the teacher elects to continue health insurance at his/her expense the District will transmit the appropriate premium payments to the insurer.

ARTICLE XIII - ACCUMULATIVE SICK LEAVE

Column I Column II

All Bargaining Unit Members

	<u>Leave or Retire</u>	<u>Die</u>
10 years	1/4	Full
15 years	1/2	Full
20 years	3/4	Full

Notes

1. Computations in Column I based on no more than 100 days or 10 days more than June 30, 1971, accumulations, whichever is larger. Column II is limited by the maximum accumulation of 180 days, as provided under Article IX, section 1 of the agreement.
2. Leave credit payment shall be computed on basis of 1/200th of final annual salary excluding extra pay for extra services.
3. If the teacher notifies the Superintendent indicating of his/her retirement by February 15 of the preceding school year, payment shall be made at the end of June of the school year when retirement occurs. Or, at the teacher's option, if he/she notifies the Superintendent in writing, of his/her retirement by February 15 of the school year when retirement occurs, payment shall be made by October 15 of the following school year.

ARTICLE XIV - OTHER LEAVES

1. When an employee must attend compensation hearings as a result of an injury received while in performance of duty, she/he will suffer no loss of pay or sick leave.

2. If an employee is called to serve on a jury, the time spent on the jury shall not be charged against his or her sick leave, and no wage shall be deducted. If an employee is called to serve on a jury, s/he shall inform the Administrator within forty-eight (48) hours of his/her notification. If this is not done, then s/he shall not be paid by the Board. Two days per year without loss of pay are allowed if subpoenaed to appear in court, if not paid otherwise.

ARTICLE XV - UNPAID LEAVE

1. One tenured teacher per school year shall be entitled to a one (1) year unpaid leave of absence upon notification to the Board of Education and the Superintendent prior to the March Board of Education meeting of the school year preceding the anticipated leave. However, a teacher requesting leave to complete requirements for necessary permanent certification shall have top request, the Board's selection shall be made with strong regard to the teacher's seniority. ("Strong regard" shall be defined as an element of consideration in such deliberations by the Board of Education when making the decision.)
2. During an unpaid leave of more than 90 work days, no benefits shall accrue to any employee and the period of such leave shall not be counted as part of a probationary period. However, during such leave the District shall maintain the employee's full individual and family insurance coverage provided the teacher agrees to reimburse the District for the cost of premiums during such leave. Such monthly premium payment shall be due by the 10th of the month.
3. Upon return from such leave, the teacher shall be assigned the same position which he/she held at the time the leave commenced, unless that position is no longer in existence, in which case the teacher shall be assigned to a substantially equivalent position.
4. Except as otherwise provided in the Agreement, unpaid leave shall be by mutual consent of the employee and the District.
5. Employees are advised of possible benefits available under the Family and Medical Leave Act.

ARTICLE XVI - PROFESSIONAL ACTIVITIES

1. Each teacher may be allowed conference days each year, expenses reimbursed up to the total amount of approved budget request, in his/her field of instruction. All such conference days are subject to prior approval by the Superintendent, as authorized by the Board to reflect District practice.
2. The Association may designate five (5) teacher-days (a teacher day is one teacher and one day) for Association purposes, including but not limited to functions of the state and national affiliates. Teachers will be paid their regular salary for such days, but no expenses. The approval of the Administration is required in advance for any such days. The cost of substitutes will be paid by the Board for the first three such days in each year and paid by the Association for any additional days.
3. Staff Development Days shall be held each school year between Labor Day through Memorial Day unless mutually agreed upon by the administration and the Association to provide the faculty with an opportunity to consider relevant educational and professional issue(s). The planning, program and execution of one of those Staff Development Days shall be made jointly by the superintendent and a committee of the faculty named by the Association. The program and planning of the other Staff Development Day(s) shall be determined by the Superintendent. During the Staff Development Days, students will not be in attendance.
4. Each teacher may be provided with one or more visitation days for out-of-district travel in order to visit other schools consistent with the Annual Professional Performance Review Plan. For all visits, scheduling of the date and reimbursement of costs or expenses, mileage and meals are also subject to prior approval by the Superintendent.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

1. No teacher Association business meeting shall be conducted during school hours. Any consumable school district property used for Association business shall be paid for by the Association. The Association shall have the right to hold meetings in the school building and to use non-consumable equipment after school.
2. The work day for full time teachers shall be seven hours beginning at a time mutually agreed upon by the parties. On days when students are dismissed prior to their regular dismissal time, teachers may leave after the buses depart. Teachers may be required to attend faculty meetings and parent conferences that run past the end of the seven hour work day provided that such meetings do not occur more

frequently than twice per calendar month, or more often with mutual agreement of the Parties on a case-by-case basis; and provided further that teachers are given at least two school day's prior notice of the meeting except in an emergency. All bargaining unit members shall be required to attend such emergency meetings unless excused by the Superintendent. Faculty meetings shall not extend the required work day by more than 45 minutes.

3. The parties agree that the district can change the price of lunch per Federal guidelines and/or New York State Bureau of School Lunch Management guidelines.
4. Teachers shall be required to pay for all events held in the school for which admission is charged, unless attending as part of their duties.
5. Teachers shall be entitled to automatic dues deductions for the Association, NYSUT, and affiliates provided that this shall not abridge any right to withhold such dues deduction as a legally applied penalty in the event of a violation of Article 14 of the Civil Service Law.
6. If fewer than three regularly scheduled school days are cancelled during the school year, one day will be added to the Memorial Day week-end.
7. Up to two (2) days per school year may be provided for elementary, middle school, and high school teachers for the purpose of conducting parent conferences. Up to one (1) of these days will be scheduled for the first semester, or first half-year, and up to one (1) of these days will be scheduled for the second semester, or second half-year. The Superintendent/Principal, in consultation with the Association's President, will schedule them.
8. In addition to a minimum 30-minute duty free lunch period, each elementary teacher shall have at least two 30-minute preparation periods per day, or the weekly equivalent, with the exception of special program days (example: field days, Wellness Day, etc.) when special area teachers take their class (example: Physical Education, Art, Music, and Library.)
9. A room for use as a Faculty Room shall be mutually selected by the Administration and a Representative of the Association. A side agreement shall be signed by both parties to validate the room location and use.
10. Teachers shall be compensated at the rate of \$31.00 per hour for work that goes beyond their individual teaching assignments, preparations, and evaluations, limited to the following:

Curriculum Development

Work to complete summer grant writing, such as the Consolidated Grant Application
Academic Intervention Service (AIS), before or after regular school day, as appointed by administration.
Tutoring
Certified Summer School Teachers

To be reimbursed, such work shall require appointment by the Superintendent and voluntary acceptance of the assignment by the teacher.

11. Teachers that agree voluntarily to alter the agreed upon beginning time of the school day to provide for a flexible schedule, shall be allowed to enter into an agreement to do so provided the following conditions are met:

- (A) The length of the school day shall remain a total of seven consecutive hours.
- (B) The length of the period of the flexible schedule shall be determined at the start of the agreement.
- (C) The agreement shall be for one school year only, renewable voluntarily by the teacher before the start of the next school year.
- (D) A copy of the signed agreement shall be provided to the Association President upon its signing.

12. Teacher Mentor Program

- (A) The terms and conditions of the Teacher Mentoring Program will be followed as listed in the Minerva Central School Mentoring Plan, and modified only through written mutual consent of the District and the Association.
- (B) The mentoring program will be reviewed annually as part of the Professional Development Plan.
- (C) The stipend for teachers shall be \$1000.00 per year.

13. National Board for Professional Teaching Standards - The Board of Education will pay the costs for National Board Certification up to \$2,500.00 (if not covered by a grant). Teachers who seek reimbursement for tuition, fees and other expenses, must agree to a 5-year commitment to stay in the district once the course work has been completed. The teacher shall be required to sign a statement that if he/she does not serve the district for a full 5

year period after completing the program, that teacher shall refund to the district 100% of all tuition, fees, and other expenses which the district had provided for this purpose. If the teacher serves the district for at least three years, but less than five, that teacher shall refund to the district 50% of all tuition, fees, and other expenses which the district had provided for this purpose.

ARTICLE XVIII - GENERAL SALARY MATTERS

1. Regarding the attached salary schedules, teachers off column will be paid for eligible credit hours for each full block of six credit hours using the following pro rata formula: One-Fifth of the column differential at the individual's vertical step (except two-fifths when moving from Column B to Column C). Eligible credit hours shall include only:
 - (A) A grade of "B" or better must have been attained in the course.
 - (B) The course must have been in, or related to teacher's field of teaching as determined by the Administration.
 - (C) In addition, hours earned pursuant to (a) or (b) will be included for the full year if earned between July 1st and August 31st, and proper proof is submitted prior to December 1st. If hours are earned pursuant to (a) and (b), or degrees are earned between September 1 and January 30 of any school year, and proper proof is submitted prior to June 1st, they shall result in appropriate movement on the salary schedule and payment of one-half the annual increase for the remainder of the school year.
2. No credit hours shall be considered for attainment of Column D except those hours earned subsequent to the date a Masters Degree was awarded. No credit hours shall be considered for attainment of Columns B and D except those earned pursuant to (A), (B) and (C) of Note 1 above. Unless specifically requested by the district, only graduate level classes will be considered for attainment of Column B, C, and D.
3. Vertical advancement on the salary schedule is based on consecutive years of service. Consecutive service is not broken by authorized leaves of one full year or less.
4. A teacher is not required to retain the same job title to be eligible for vertical advancement.

5. A teacher shall be credited with a year of service only if he/she is on duty at least 90 scheduled school days during a school year (September 1st through June 30th). In the case of a teacher who is not credited with a full year of service, one day of sick leave will be deducted for each fifteen (15) school days of unpaid leave.
6. Participation in School Improvement Committees work shall be voluntary.
7. Salaries shall be paid according to one of the following options elected by each teacher:
 - (a) Option A - Annual salaries will be paid in twenty-one (21) equal installments beginning with the second Thursday after Labor Day and continuing through the last workday in June. When a payroll date falls on a non-workday, checks will be issued on the last workday.
 - (b) Option B - Annual salaries will be paid in twenty-six (26) equal installments beginning with the second Thursday after Labor Day and continuing through the second pay period in June. The balance of the annual salaries will be paid in a single check on the last workday in June. When a payroll date falls on a non-workday, checks will be issued on the last workday.
8. In-service Credit: Each bargaining unit member shall receive one graduate credit hour for salary purposes for each 15 contact hours of in-service training. In order to be eligible for such credit, course meetings must be outside regular school time and shall be subject to prior approval from the Superintendent. For each such hour, payment shall be \$135.00 and shall be payable beginning at the start of the next school year after evidence of completion is submitted. Approved in-service courses completed during the summer shall be included in the current year's salary.
9. 30 (Thirty) year longevity step, to become effective at the start of the 30th year of employment at Minerva Central School District, in the amount of \$2,500 (effective starting 9/1/04). This non-cumulative bonus amount will be paid in equal installments throughout the year.

ARTICLE XIX - OTHER REIMBURSEMENT

1. Teachers will be paid for authorized travel at the rate per mile established at the annual organizational meeting each July. The aforementioned rate is based on the current IRS non-taxable rate per mile.

2. The District will pay up to a maximum of \$25.00 for any chest x-ray or other tuberculin test (as determined by the District's physician) required by the District or will pay mileage to obtain such test for a free clinic no further than 45 miles from Minerva Central School.
3. Upon request, payment for extra-curricular duties constituting at least 2% of the base salary (step one, column one of the appropriate school year salary schedule) shall be paid in bi-weekly installments during the scheduled life of the activity, beginning two weeks after the start of the activity. The Business Manager shall prorate the payments based on amount and duration.
4. Board approved Senior Trip Chaperones shall be paid the current teacher substitute pay for each day or portion thereof. The District shall defray the expense of each chaperon by an amount equal to the District's per-student subsidy. Nothing herein shall be deemed to prevent the Board from discontinuing the Senior Trip.

ARTICLE XX - EXTRACURRICULAR COMPENSATION

1. Extra pay for extra services will be paid according to the schedules below. All percentages are based on the salary figure for step one, column one, of the appropriate year's salary schedule.
2. All extra curricular assignments shall be voluntary. When such assignments become vacant they shall be offered to all qualified members of the bargaining unit by written notice of such vacancies to the President of the Association. Only if no qualified members of the unit are available shall any position be opened for qualified individuals from outside the bargaining unit. Before the end of each school year members of the bargaining unit shall again be polled for these positions for the next year, subject to approval by the Board. Exception: any individual, whether in or out of the bargaining unit, shall have the right to succeed him/her self as Class Advisor, subject to approval by the Board, until the class reaches graduation.
3. Chaperones for Band or Chorus groups are voluntary and shall be selected annually by the district. The chaperone(s) shall be paid the chaperone rate as described in this article on a per diem basis for administration approved time outside of the regular school day, but not for mandatory school activities, including: fall, winter, holiday, spring or graduation performances, or any activity or time spent in preparation for these events.

Extracurricular compensation, for the following non-athletic coaching assignments, will be a percentage of the salary level at Step 1 of the Bachelor's salary schedule. These percentages are as follows:

Athletic Director	11%			
CPSE Chair	3%			
CSE Chair	5%			
Audio Visual Services Director	5%			
Student Council Advisor	5%			
Class Advisors: Grade 11	4%;	Grade 10	3%;	Grade 9
Yearbook Advisor	5%			2%
Theatric Advisor	4%			
Public Speaking	2%			
Pep Club	1%			
School magazine (4 issues)	2%			
Gymnastics	2%			
Major Music/Drama Pro.	5%			
Academic Bowl	3%			
Odyssey of the Mind	5%			
				per team with number of teams determined by the Superintendent. The amount for each team may be split between the coach and any assistants as determined by the coach.
Youth in Government	5%			
Concert Coordinator	1%			
Honor Society	2%			
Model UN	3%			

Extracurricular compensation for the following athletic coaching assignments shall be based on the following schedule:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Varsity Soccer	2933	2992	3052
Modified Soccer	2026	2067	2108
Varsity Basketball	4544	4635	4728
Modified Basketball	3579	3651	3724
Varsity Softball/Baseball	2933	2992	3052
Modified Softball/Baseball	2026	2067	2108
Varsity Tennis	1060	1081	1103
Elementary Sports	706	720	734

Chaperones:

Home	\$ 55.00
Away	\$ 65.00

ARTICLE XXI - HEALTH INSURANCE

1. For employees hired prior to July 1, 2008, the district shall provide a Health Insurance program substantially equivalent to the Empire Matrix Plan in place during the 2003-2004 school year (first referencing 1993-1994 school year) for each bargaining unit member and his/her dependents. The employee shall pay the established rate of contribution as outlined below. Beginning April, 2005, members have the option of choosing the Empire Deluxe PPO Plan. Selection of either plan will take place during the effective open enrollment period(s) as offered through the health care provider (Empire Blue Cross/Blue Shield) annually.

2. For employees hired on or after July 1, 2008, the district shall provide a Health Insurance program substantially equivalent to the present Empire Deluxe PPO plan, in place during the 2007-2008 school year, for each bargaining unit member and his/her dependents. The employee shall pay the established rate of contribution as outlined below. Further more, employees hired on or after July 1, 2008 shall have the option to enroll in the Empire Matrix Plan under the following terms: the employee shall pay the established rate of contribution for the Empire Deluxe PPO plan, and shall also pay the difference in cost between the PPO and Matrix plan. Selection of either plan will take place during the effective open enrollment period(s) as offered through the health care provider (Empire Blue Cross/Blue Shield) annually.

Health Insurance coverage through the Matrix shall include a Prescription Plan (Empire Health Choice) with \$9.00 co-pay. Health Insurance coverage through the Empire Deluxe PPO shall include a Prescription Plan with the following co-pays:

\$5.00	-	Generic
\$15.00	-	Name Brand
\$25.00	-	Non-Formulary

Empire Matrix Employee Contribution

All active bargaining unit members shall pay 11% of the premium costs for 2008-2009; 12% of the premium costs for 2009-2010; and 13% of the premium cost for 2010-2011.

Empire Deluxe PPO Employee Contribution

All active bargaining unit members shall pay 10% of the premium costs for 2008-2009; 10% of the premium costs for 2009-2010; and 10% of the premium cost for 2010-2011.

The annual co-pay shall be deducted from a bargaining unit member's pay through equal pro-rata payroll deductions throughout the year.

If the employer can provide health insurance coverage substantially equivalent to the above stated plans (Empire Matrix; Empire Deluxe PPO), the parties mutually agree to open negotiations solely for the purpose of this subject. In the event the Blue Cross Matrix Plan is no longer offered by Blue Cross, a substantially equivalent plan will be negotiated by the District and the Association.

There will be a Labor-Management Committee established with equal representation from both the Association and the District. This committee will meet periodically during each school year to specifically discuss Health Insurance issues, as they relate to collective bargaining, both within plan years and between collective bargaining agreements.

3. (A) Bargaining unit members who retire from the District after 15 years of employment (or its full time equivalent) with a NYSTRS retirement will be provided at district cost with the health insurance plans cited in Article XXI, section 1, paragraph 1 (Empire Matrix; Empire Deluxe PPO) of the Agreement for themselves (and, if the individual held other than an individual plan at the time of retirement, for their spouse and/or dependents, according to the eligibility categories of health care provider) for the period of retirement. The retirees' health insurance program costs will be paid as provided in Article XXI, section 2(b) (see below). Bargaining unit members will notify the District prior to their effective date of retirement as to what plan they will carry forward into retirement.

(B) Retirees hired prior to July 1, 2005 shall have their health insurance program costs paid at 100% by the District. Retirees hired on after July 1, 2005 shall have their health insurance program costs paid at 90% by the District. Retirees' health insurance program costs shall be paid to the District by the 10th of each month.)

4. The District shall continue a full 3 part IRS 125 Plan. The Flexible Benefit Plan Section 125 is mutually agreeable to the District and the Association. The administrative fees shall be paid by the District. The annual un-reimbursed medical expense account shall be set at \$2,000 per year.
5. Dental Plan:
 - a. The Board of Education will pay up to but not exceeding \$300 per employee, per year, toward a dental plan. The plan shall cover the employee, spouse, and children family members. This plan will be provided under the CSEA Plan or any other plan that is agreeable to the District.

b. Retirees may participate in any available dental plan provided they pay the full premium amount to the District prior to the premium due date

6. Vision Care Plan:

a. The Board of Education will pay up to but not exceeding \$135 per employee, per year, toward a vision care plan. The plan shall cover the employee, spouse, and children family members. This plan will be provided under the CSEA Plan or any other plan that is agreeable to the District.

b. Retirees may participate in any available vision care plan provided they pay the full premium amount to the District prior to the premium due date.

7. Buy-out for Health Insurance:

To qualify for this buy-out stipend, the bargaining unit member electing not to be covered by the District's health insurance plan must show proof of alternate insurance. The employee has the right to re-entry in the health insurance plan where the employee lost alternate health insurance coverage. If an employee opts out of the insurance plan during the school year, the buy-out amount will be pro-rated from the last day of the month in which the bargaining unit member opts out to the end of the school year. Payment of the buy-out will be in the last pay of the school year. On June 30, of any year, the District can suspend the health insurance buy-out provision if it can demonstrate the buy-out provision no longer represents a financial benefit to the District.

Buy-out amount: Individual - \$1,000.00
 Two-Person - \$1,500.00
 Family - \$2,000.00

ARTICLE XXII - ASSOCIATION SICK LEAVE BANK

Subject to the stipulation and limitation that this article can only be invoked in the event that an Association bargaining unit member has exhausted her/his accrued sick leave and is still unable to return to work due to illness or disability, as certified by a physician; on a case-by-case basis, members of the Association bargaining unit may donate up to five (5) sick days per school year to the affected Association bargaining unit member. The maximum number of sick days per year that any bargaining unit member may take under the sick leave bank shall be limited to twenty (20) sick days per school year. The accumulation of total days in the sick leave bank shall not exceed two hundred (200) at any one time. The Association will solicit the donation(s) from the Association bargaining unit members and shall notify the Superintendent of the name and number of day(s) that have been donated. Such reporting will be signed by the donor and the number of day(s) shall be deducted from the donor's accrued sick leave and will be accrued to the affected Association bargaining unit member. Any donated unused sick leave bank days will stay in the sick leave bank and accumulate for subsequent school years.

Any determination to invoke this article is jointly made by the Association President and the Superintendent. Subject to the parameters of this agreement, when this article is invoked, the Association will notify the District as the name of the recipient unit member and the number of days he/she will be utilizing from the Association sick leave bank.

ARTICLE XXIII - DURATION OF AGREEMENT

1. This Agreement shall be effective from July 1, 2008 and shall expire June 30, 2011.
2. The Agreement may be opened or amended only by the written consent of both parties.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by respective representation this 12th day of February, 2009

Minerva Teachers' Association

Minerva Central School District

BY *Tristram A. Payne*
President

BY *Joseph Daniel*
Superintendent

BY *Bob Taylor*
MTA Negotiations Chair

BY *Michael Gray*
President, Board of Education

In WITNESS WHEREOF, the parties have hereunto set their hands this 12th day of February, 2009.

Minerva Teachers' Association

Minerva Central School District

BY *Tristram A. Payne*
President

BY *Joseph Daniel*
Superintendent

BY *Bob Taylor*

BY *Michael Gray*

GRIEVANCE FORM

1. Party Filing Grievance Date _____

Name _____ Phone _____

Address _____

Employment Location _____

Represented by _____

Address _____

Title _____

2. Action or Person causing alleged grievance

3. Cite specific contract items or other agreements which are alleged to have been violated:

4. Give Nature of Grievance; be as specific as possible, including names, dates, witness etc., if known.

5. Remedy Sought:

GRIEVANT

UNION REPRESENTATIVE

6. Immediate Supervisor Reply:

Date: _____

Signed: _____
Immediate Supervisor

Minerva CSD Salary Schedule
July 1, 2008 – June 30, 2009

STEP	2008-2009 Bachelor	2008-2009 Bachelor +30	2008-2009 Master	2008-2009 Master + 30
1	35994	39745	40721	44569
2	36701	40525	41521	45444
3	37414	41312	42327	46326
4	38141	42114	43148	47225
5	38882	42931	43985	48143
6	39644	43774	44848	49088
7	40421	44630	45730	50048
8	41214	45507	46623	51030
9	42022	46399	47537	52030
10	42835	47294	48458	53034
11	43662	48210	49393	54059
12	44506	49141	50349	55104
13	45369	50093	51325	56172
14	46849	51575	52804	57651
15	48331	53050	54286	59134
16	49811	54532	55765	60609
17	51288	56015	57242	62091
18	53263	58033	59277	64166
19	54758	59525	60771	65660
20	64464	68386	69287	73213

Minerva CSD Salary Schedule
July 1, 2009 – June 30, 2010

STEP	2009-2010 Bachelor	2009-2010 Bachelor +30	2009-2010 master	2009-2010 master + 30
1	36678	40500	41495	45416
2	37398	41295	42309	46307
3	38132	42106	43140	47216
4	38874	42923	43978	48133
5	39628	43756	44830	49066
6	40399	44606	45700	50021
7	41190	45481	46598	51002
8	41998	46371	47513	51999
9	42821	47282	48441	53021
10	43661	48208	49391	54059
11	44505	49139	50348	55102
12	45365	50090	51319	56167
13	46241	51057	52313	57253
14	47138	52047	53326	58363
15	48676	53586	54863	59899
16	50216	55119	56403	61440
17	51753	56659	57940	62973
18	53288	58199	59474	64512
19	55341	60297	61589	66668
20	65689	69584	70603	74604

Minerva CSD Salary Schedule
July 1, 2010 – June 30, 2011

STEP	2010-2011 Bachelor	2010-2011 Bachelor +30	2010-2011 master	2010-2011 master + 30
1	37,393	41,290	42,304	46,301
2	38,127	42,100	43,134	47,210
3	38,875	42,926	43,981	48,136
4	39,638	43,769	44,844	49,081
5	40,409	44,618	45,715	50,034
6	41,193	45,485	46,601	51,005
7	41,995	46,368	47,506	51,997
8	42,817	47,278	48,438	53,017
9	43,657	48,202	49,390	54,053
10	44,513	49,150	50,355	55,115
11	45,386	50,112	51,342	56,195
12	46,263	51,080	52,337	57,279
13	47,157	52,068	53,346	58,386
14	48,068	53,074	54,379	59,515
15	49,000	54,103	55,433	60,669
16	50,598	55,703	57,031	62,265
17	52,200	57,296	58,631	63,867
18	53,798	58,897	60,229	65,460
19	55,393	60,498	61,823	67,060
20	66,970	70,941	71,980	76,059

Minerva CSD Teacher Assistant Salary Schedule
45% of Teacher Bachelor Salary Schedule
July 1, 2008 - June 30, 2011

STEP	2008/2009	2009/2010	2010/2011
1	16,197	16,505	16,827
2	16,515	16,829	17,157
3	16,836	17,159	17,494
4	17,163	17,493	17,837
5	17,497	17,833	18,184
6	17,840	18,180	18,537
7	18,189	18,536	18,898
8	18,546	18,899	19,268
9	18,910	19,269	19,646
10	19,276	19,647	20,031
11	19,648	20,027	20,424
12	20,028	20,414	20,818
13	20,416	20,808	21,221
14	21,082	21,212	21,631
15	21,749	21,904	22,050

