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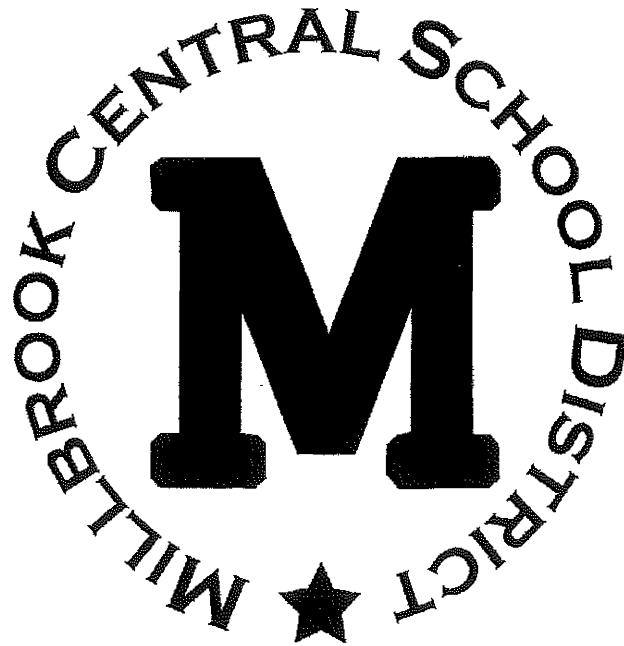
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AGREEMENT BETWEEN

THE MILLBROOK BOARD OF EDUCATION

&

THE MILLBROOK TEACHERS' ASSOCIATION



July 1, 2012 - June 30, 2016

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AGREEMENT

This Agreement is made this 24th day of February, 2014, by and between:

MILLBROOK CENTRAL SCHOOL DISTRICT

&

MILLBROOK TEACHERS' ASSOCIATION

PREAMBLE

In order to carry out the Taylor Law of 1967 to increase the effectiveness of professional employees, to encourage a close harmonious working relationship between the Board, the teaching staff, and to thus improve the quality of education within our District, the Millbrook Board of Education (hereinafter known as the "Board") and the Millbrook Teachers' Association (hereinafter known as the "Association") enter into this Agreement effective the 1st day of July, 2012.

DEFINITIONS

As used herein the term:

District shall mean Millbrook Central School District;

Board shall mean the Board of Education of the District;

Superintendent and/or Chief School Administrator shall mean the Chief Executive Officer of the District;

Association shall mean the Millbrook Teachers' Association.

ARTICLE I: RECOGNITION

The Board recognizes the Association as the exclusive representative of the teaching staff of the District, such recognition to continue from the date hereof for the maximum period allowed by present law.

Included members in the MTA bargaining unit are the following:

All regularly employed classroom teachers requiring certification by the New York State Education Department, inclusive of kindergarten teacher(s), elementary teacher(s), secondary teacher(s), library-media specialist(s), guidance counselor(s), reading teacher(s), AIS teacher(s), school psychologist(s), speech therapist(s), physical education teacher(s), health teacher(s), special education teacher(s), ESL teacher(s), music teacher(s), art teacher(s), family & consumer science teacher(s), technology teacher(s), and any other regularly employed special area classroom teachers and/or certified staff who provide related instructional services. Regular

substitute teachers who are hired for a fixed term of more than a semester, or a fixed term equivalent amount of time starting after a semester begins, shall be deemed employees covered by the provisions of this agreement. Part-time unit members who work less than one-half (.5) time shall not be entitled to benefits.

ARTICLE II: PROFESSIONAL IMPROVEMENT

A. In-Service Education

In-service courses may be recommended by the Board and/or the Administration and/or a group of interested teachers. Teachers will be involved with the administration and planning of proposed courses and the needs of the District will largely govern their content and the extent of participation.

Each teacher may acquire up to 45 hours of in-service credit each semester in coursework pre-approved for them by the administration. Predetermined credits for attendance will be granted as follows for the purpose of administering the salary schedule:

15 hours	-	1.0 credit
23 hours	-	1.5 credits
30 hours	-	2.0 credits
45 hours	-	3.0 credits

All proposed courses must be recommended by the administration to the Board for its final approval.

B. Teacher Improvement Training

1. Reimbursements

In the event that the Board approves the payment of a teacher's expenses to workshops, training courses, meetings, conferences or the teacher engages in any other type of activity in which expenses are reimbursable, the teacher will receive the amount on the next regular payday, or no later than two (2) weeks after the expenses have been submitted in proper form.

2. Payment for Required Training

Teachers who are required by resolution of the Board to attend summer workshops shall be paid at the rate of 1/200th of their regular salary for each day of the workshop attended.

3. Doctorate Degree Stipend

Add a stipend of \$1,600.00, effective July 1, 2004, for Ph.D., Ed.D. and Psych.D. where the degree is related to the teacher's job.

4. Teacher Trainers

The District may employ members of the bargaining unit to serve as Teacher Trainers, to be paid at the rate of \$50.00 per hour of presentation for workshops conducted by them either during the teacher work day or for training events conducted beyond the hours of the regular teacher work day.

C. Graduate Study Increments

Increments shall be granted at the rate of \$57.00 effective July 1, 2008, which shall be increased to \$65.00 effective July 1, 2014, for each bona fide additional college credit earned beyond scales BA and MA, subject to the following conditions:

New credits will be recorded, on forms available in the general office of each school building and additional increments granted twice a year, following Board approval. The cut-off dates for submission of claim forms will be February 28th and September 30th. Credit hours that count for these increments shall be limited to 60 over the BA and MA scales. Written approval on forms available in the general office of each school building must be obtained from the Administration before registering for courses to be considered for credits that count for these increments.

Courses pursued must be in the original or related field of study for the teaching degree in the field now teaching. Courses in educational administration will not be considered as meeting the requirements of these additional increments unless such coursework is an elective part of the teacher's program for permanent certification for the position in which s/he is employed in the District. Courses pursued for the purpose of obtaining a provisional teaching certificate will not be considered as meeting the requirements of these additional increments.

Increments shall be granted for all credits earned in all accredited educational institutions before employment by the Millbrook Central School District.

D. Summer Study Grants

1. Number of Grants

Two (2) teachers each year shall be entitled to summer study grants. Teachers must apply no later than February 1 of the semester prior to the summer in which the program is to be started. Final dispositions of the applications will be made at the regular March meeting of the Board.

2. Conferral

Summer study grants shall be conferred for course work for the purpose of improvement in the teacher's field, or a related field of classroom teaching. No summer study grant may be used for work towards a new field of endeavor or towards certification in the teacher's present position.

3. Leaves

Leave will be granted only to those faculty members who agree to serve a minimum of two (2) years in the District following completion of their leave. The application should include a statement indicating that the candidate will comply with this requirement.

4. Criteria

Criteria to be used by the Board in considering requests for grants:

In evaluating requests for grants, the following factors, among others will be used:

- a. Benefit to District.
- b. Value of proposed grant program as outlined in statement of purpose.
- c. Professional qualifications of individual (preparation and experience).
- d. Whether or not individual has previously had a grant.
- e. Order of applications.
- f. Seniority.

5. Payment

Payment for summer study grants will be at the rate of Five Hundred Dollars (\$500.00) per credit.

6. Continuation

After entering this program, teachers must notify the Board, in writing, by November 1st if they do not intend to continue in the program for the full length of their original request. Failure to so notify the Board for any reason (including a "good faith" change in plans after November 1st) will create a vacancy for the following summer. Any vacancy by the above-mentioned notification procedure prior to November 1st will be posted promptly on the faculty bulletin boards by the Superintendent.

7. Denial of Application

Any member of the teaching staff who is denied a summer study grant will be notified in writing within ten (10) school days of the specific reason(s) for such denial. However, said reason(s) shall not be grievable under Article VII.

8. Reporting

Teachers participating in the summer study grant program will make a written report to the Board upon their return to school.

E. Teacher Evaluation

This provision shall not apply to those teachers who are evaluated pursuant to Section 3012-c of the Education Law.

Teacher observation and evaluation is designed to:

1. Enable the Administration to give meaningful assistance to faculty members. Any comments relating to teacher weaknesses shall be accompanied by suggestions for improvement of performance.
2. Assist the Administration in deciding whether tenure should be granted. Probationary teachers shall be given a minimum of three (3) fair and objective formal classroom observations by professional educators, the first of which shall be conducted prior to December 1. It shall be the goal of the District to evaluate tenured teachers once per year.
3. Determine whether it is in the best interest of the District to retain faculty members. The observation and evaluation program shall involve:
 - a. The publishing by the District of a list of competency components which sets forth the District's performance expectation for teachers.
 - b. Allowing teachers an appropriate period of time to correct noted deficiencies.
 - c. The conducting of educational evaluations by certified administrators only.
 - d. A written report will be made of each classroom observation or evaluation that is to form a part of the teacher's personnel record. A copy of every such report shall be furnished to the teacher involved promptly after such observation or evaluation. Within ten (10) workdays after the delivery of a copy of such report to the teacher, a conference will be held between the evaluator and the teacher to discuss such report, unless such conference is mutually dispensed with. No such report shall be submitted to central administration, placed in a teacher's file or otherwise distributed or acted upon without such prior conference, unless both the evaluator and the teacher indicate in writing that such conference has been dispensed with. Written responses by teachers must be submitted within fourteen (14) calendar days after conference; provided that if such conference occurs less than two (2) weeks prior to the end of the school year, the teacher may submit a written response by July 15th.

All evaluations and observations shall be conducted without recourse to mechanical or electronic listening devices without the expressed written consent of the teacher being observed or evaluated, unless a recording device is a reasonable accommodation for the evaluator under the Americans with Disabilities Act.

ARTICLE III: ASSOCIATION RIGHTS

A. Unit Member Rights

1. Vacancies, Transfers and New Positions

- a. At such times as professional position vacancies occur, the Association will be given the listings of such vacancies or openings from the Office of the Superintendent. These listings will also be posted on the District's web-site. Job descriptions and minimum requirements shall be provided with the vacancy listing for any position(s) which are not common to the regular K through 12 teaching program in the District. The Superintendent will be responsible for the final selection of bargaining unit personnel to be recommended for hire to the Board of Education. No vacancies or openings will be filled except on a temporary basis, until five (5) days after such publication.
- b. Whenever any new position is created in the bargaining unit, the same shall be publicized by giving written notice of such position to the Association President and by posting such notice on the District's web-site as provided in paragraph "a" above, including salary range.

2. Reduction in Force: Tie-Breaking Criteria

In the event there is more than one (1) teacher in a tenure area with the same amount of seniority, the following rules will apply to break the tie in the order given:

- a. The total number of years of experience a teacher is credited with upon being hired in the District for placement on the Teachers' Salary Schedule; then
- b. A two-year probationary term as a result of the teacher having acquired tenure in another New York State school district; then
- c. The order of listing in the minutes for appointments at the Board Meeting.

3. Tax-Sheltered Annuity Policy

The Board agrees to make available the fourteen (14) currently existing annuity programs to all interested unit members and shall promptly transmit any monies authorized by teachers for such tax- sheltered annuity programs. No unit member shall make more than one (1) change per annuity contract per year.

4. Availability of Board Minutes

One copy of the Board of Education Meeting Minutes will be sent to the Association President as soon as practicable after acceptance of the minutes by the Board of Education. The approved Board Minutes will also be posted on the District's web-site.

5. Availability of Official District Teacher Files

A teacher may, on two (2) days notice, examine his/her personnel file, except for confidential references (i.e., pre-employment references). Any document, except

confidential references, to be placed in the personnel file shall be presented to the teacher for signature indicating his/her knowledge of placement in the file. If the teacher fails to place his/her signature on a document within two (2) weeks of notification of need for signature, the document shall be placed in the personnel file with a notation of notification for signature date and date of placement into the file. If he/she objects to any material therein, he/she must, within ten (10) working days, attach his/her written rebuttal to the file copy. He/she may reproduce any material in his/her file; however, a copying charge of \$.15 per copy over twenty pages shall be collected by the District from the teacher.

6. Attendance of Unit Members' Children

Children of bargaining unit members employed by the District as of June 30, 1993 shall be entitled to attend District Schools on a tuition-free basis, provided that adequate programs and facilities exist within the buildings of the School District.

7. Mileage Allowance

Teachers required in the course of their work to drive personal automobiles on authorized school business shall receive the per mile rate as set by the Internal Revenue Service.

B. Association Rights

1. Official Union Business

a. Up to ten (10) days per year, in the aggregate, may be taken with pay for official Union business by the Millbrook Teachers' Association President or his/her designee(s). Official Union business may include representation at: Teacher Retirement System and NYSUT Delegate Assembly conferences, Vote-Cope lobbying assembly, Dutchess County United Teacher Council, Education workshop/conference, or any other business, with the approval of the Superintendent of Schools. The Association shall give the Superintendent of Schools at least forty-eight (48) hours advance notice when such day(s) will be taken, providing both the name of the attendee(s) and place of his/her attendance. The Association shall reimburse the District for the cost of substitute teachers for two (2) such days each year.

b. The Association President shall be released from his/her supervisory duties each day to enable him/her to perform his/her duties as President.

2. Dues Deduction

At a teacher's option, payroll deductions will be made upon written request to the Business Manager, for membership in the Association. Such dues shall be deducted equally from twenty (20) pay checks of the school year, and paid to the Association. Such authorization shall remain in full force and effect unless withdrawn by the teacher.

3. Agency Fee

- a. Each employee who fails voluntarily to acquire or maintain membership in the Association, shall be required, beginning on the 30th day following the beginning of such employment (or discontinuance of membership) to pay to the Association a service charge as a contribution towards the negotiation and administration of the Agreement and the representation of such employee. The service charge shall be in the same amount and payable at the same time as the Association's and its affiliates' regular dues and shall be deducted by the District from the employee's pay in accordance with Subdivision "I" of this Article.
- b. The Association affirms that it has adopted the procedure for refund of the Agency Fee deductions, as required by Section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the requirements of that section. This provision of Agency Fee deductions shall continue in effect so long as the Association maintains such procedure and so long as such deductions are authorized by law.
- c. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such service charge, the Association agrees to provide counsel and to indemnify and save harmless the District from and against the cost of such action or proceeding, and other expenses in conjunction with such litigation or proceeding, to pay any judgment entered against the District in any such action or proceeding.

4. Scheduling of Meetings

To the right of the Association to schedule its meetings without cost, at reasonable hours, in any school building providing reasonable notification is given to the Building Principal.

The third Thursday of each month shall be set aside as a regular meeting time for the Association. No conflicting meetings involving teachers will be scheduled. In the event a meeting is deemed unnecessary, the President or acting official of the Association will notify the Building Principal by the preceding Thursday.

Afternoon Teacher Association meetings may begin no sooner than twenty (20) minutes after student dismissal time at the secondary school, and absent other professional responsibilities, directly following student dismissal at the elementary schools.

5. Use of Communication Facilities

To post Association notices on faculty bulletin boards and to place circulars in the regular channels of school mail and teachers' boxes.

6. Use of Duplicating Facilities

To use duplicating facilities to process materials upon reimbursement to the District at the per copy rate established by the Board, pursuant to the Freedom of Information Law.

7. Presidential Visitation Rights

The Board agrees to permit the President of the Association or designee, reasonable rights of visitation to the District schools, provided sufficient notice is given to the Building Principal and mutually satisfactory arrangements are made.

8. Availability of Records

Subject to the District procedure, the Board will make available to the officers of the Association, on reasonable notice and at no cost, a reasonable number of copies of information from the District records that is not classified by law as "Privileged Document".

9. Notification to Association

The District shall provide the Association with up-to-date seniority lists, a list of teachers that includes location on the salary schedules with respect to step and credits. The District will furnish the Association with its most recent seniority list for the teacher tenure areas by September 1, 2013. Thereafter, each February, if staff reductions are considered in preparing the preliminary budget for the ensuing school year, a seniority list for each tenure area in which staff reductions are being proposed shall be presented to the Association President extending to staff with five year's more seniority than proximate to the seniority level of the staff initially identified for layoff.

ARTICLE IV: LEAVES

A. Sick Leave

1. Number of Days

Fifteen (15) days sick leave per year will be granted with accumulation of 205 days. Up to six (6) of such days per year may be utilized for illness of immediate household family members including the teacher's spouse, parent/guardian, children. A unit member may be required by the Superintendent of Schools to furnish a doctor's note after five (5) consecutive work days use of sick leave.

2. Statement of Sick Leave

At the beginning of the school year, each teacher will receive a statement enumerating his/her accumulation of sick leave. Upon request, an employee's accumulated sick leave total will be made available to him or her in writing by the business office.

3. Sick Leave Bank

- a. Each teacher willing to participate in a sick leave bank shall submit to the District a waiver of no more than one (1) day of the teacher's sick leave. Only teachers who shall contribute to the bank shall be eligible to receive time from the bank.
- b. All teachers who wish to participate in the bank and who are employed in the District on the effective date of this Contract, shall contribute one (1) day of sick leave within thirty (30) days. Teachers hired or returning after the effective date of this Contract who wish to participate in the bank shall contribute one (1) day of sick leave within thirty (30) days of the effective date of their employment.
- c. The sick leave bank shall be administered by a committee comprised of two (2) Association representatives and two (2) administrators. Each party shall appoint its own representatives. In the event of a tie in decision making upon an application for days from the sick bank, the parties shall mutually select a medical doctor with specialty in the area of the illness or disability who shall break the tie based upon records review or examination, if he or she deems that to be necessary. Any expense that is not covered by insurance shall be borne by the District. Withdrawals from the bank shall be limited to teachers who are involved in catastrophic, prolonged or disabling illnesses or accidents who have exhausted their sick leave time. Withdrawals from the sick bank shall further be limited to those teachers who have utilized all personal leave accruals and have waited ten (10) workdays for which no compensation has been paid by the District prior to being entitled to draw days from the sick bank. There shall be a ninety (90) day limit placed upon any teacher's use of the sick leave bank on a per request basis.
- d. The sick bank shall be renewable once all days contributed have been exhausted, and in the same manner set forth in "b" above, except that the thirty (30) day period for then current teachers shall commence with the date upon which the sick bank was exhausted.

4. Leave of Absence

A leave of absence without pay for personal illness extending beyond accumulated sick leave shall be granted by the Board for a period not to exceed four (4) consecutive school semesters. No rights, credits, seniority or any other benefits shall accrue during a leave of absence without pay. Satisfactory evidence of good health must be presented before return.

5. Retirement Incentive Program

Those unit members who are ineligible for the retirement incentive program elsewhere in this agreement shall be eligible for the following benefit if they meet the conditions set forth herein below. The unit member must issue an irrevocable letter of resignation for

the purpose of retirement to receive benefits from the New York State Teachers' Retirement System at least three (3) months in advance of their retirement date. Such unit members shall be entitled to a payment equal to \$40 per day for accumulated sick leave days in excess of 100, but in no event shall this benefit exceed the sum of \$4,200.00. A further condition of eligibility shall be the requirement that during the last two (2) years of employment the unit member shall use no more than an average of eight (8) sick leave days per year (excepting from the count days that qualify as Family Medical Leave Act days). Such payment shall be made directly as a non-elective employer contribution to the employee's Section 403(b) tax sheltered annuity account. (see Article IX).

B. Personal Leave

The Board believes the staff is highly conscious of its professional status and responsibility and will confine personal leave to matters of real urgency which cannot be handled outside of normal working days. Reasonable time off for personal business is allowed without prejudice or penalty, upon notification of intention to the immediate supervisors. The teacher shall be required to give at least forty-eight (48) hours written advance notice of the intent to use personal leave time, except in emergency circumstances where such notice shall be given as soon as is practicable before the leave or immediately following such leave. Each teacher shall be allowed three (3) personal leave days per year without reason being given. Additional personal leave may be granted for which reasons may be requested. Such additional requests shall not be unreasonably denied.

Personal leave will not be authorized to extend a school holiday, or recess period; provided, however, the Superintendent shall have the authority to approve such leave under extraordinary circumstances based upon a written explanation of the reasons that constitute such urgent and extraordinary circumstances.

Absent exigent circumstances, personal leave will not be granted on days scheduled for professional development or training or Superintendent's Conference Days. Absence on such days shall be subject to the Building Principal's approval.

Between June 1st and the end of the school year, personal leave day requests to extend a weekend may be granted at the sole discretion of the Superintendent.

Unused personal leave days shall be rolled over into accumulated sick leave.

C. Bereavement Leave

1. Number of Days

In the event of a death in the immediate family of an employee, the employee shall be entitled to up to three (3) consecutive work days absence without loss of pay for said death, not chargeable to any other leave. If additional leave is needed, it may be granted

at the discretion of the Administration. The Administration shall be fair and consistent in these decisions.

2. Immediate Family Defined

Immediate family shall be defined to mean husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren and household member designated by the beginning of a semester.

3. Other Family Defined

In the event of the death of an aunt, uncle, niece, nephew, brother-in-law, or sister-in-law an employee shall be entitled to a one (1) day leave of absence without loss of pay for said death, not chargeable to any other leave.

D. Child Care Leave

Child care leave shall be granted to a teacher for a period of up to two (2) years in any five (5) year period, provided that ninety (90) days advance notice is provided to the District of the intention to take such leave, except to the extent that the FMLA sets forth a lesser notice requirement for FMLA eligible leave. Additionally, the teacher shall notify the principal, at least ninety (90) days prior to the return date from the leave, of his/her intention to continue on staff. The return from child care leave must take place at the beginning of a semester or a school year. A teacher's failure to provide the requisite notification of intention to continue on staff shall be deemed by the District that the teacher has abandoned his/her position.

Should any teacher wish to extend an initial leave of less than two (2) years, once granted, up to the maximum period of two (2) years, that extension request shall require the provisions as above, an advance notice of ninety (90) days of the intention to take such leave and a notice to the principal at least forty-five (45) days prior to the return date from the leave, of his/her intention to continue on staff. However, if a teacher intends to return from child-care leave in September, notice must be given by the preceding May 1st. A teacher's failure to provide the requisite notification of intention to continue on staff shall be deemed by the District that the teacher has abandoned his/her position.

E. Leave of Absence Without Pay

A leave of absence without pay may be granted upon the approval of the Board. Such leave shall terminate at the end of a semester, unless the Board grants prior approval for an earlier termination date. The teacher on leave shall be obligated to notify the District at least ninety (90) days before the termination of the leave date of his/her intention to return or resign from the position. No rights, credits, seniority or any other benefit shall accrue during a leave of absence without pay. A leave of absence of up to three (3) consecutive days without pay in a given school year may be granted by the Superintendent upon written request articulating an extraordinary need or circumstances and upon exhaustion of all other applicable personal leave. A unit member on an approved leave of absence without pay shall be entitled to participate in the District's health insurance program provided that s/he pays the full cost of such participation.

F. Jury Duty

Teachers will be granted leave for jury duty at full pay, but shall reimburse the District any amounts of pay received for service upon a state jury, less meal and travel expense allowances. Those teachers who are "on call" for any jury duty and may travel to jury duty from work shall be required to work.

G. Notification of Leave Approval

Teachers who have submitted requests for leaves which require Board approval shall be notified in writing within ten (10) days following the next regularly scheduled Board meeting, by the Superintendent, of the Board's determination.

ARTICLE V: SALARY AND ECONOMIC CONSIDERATIONS

A. Salary Schedule

The Salary Schedule that became effective February 1, 2012 (Schedule "F" from the parties' 2009-12 Collectively Negotiated Agreement) shall be increased by \$1,000 at each step (1-26) of each column effective February 1, 2014; an additional \$1,000 at each step (1-26) of each column effective September 1, 2014; and an additional \$1,000 at each step (1-26) of each column effective September 1, 2015. In addition, longevity step 26 shall be increased by an additional \$500 effective September 1, 2014 and by an additional \$500 effective September 1, 2015. Step shall occur on September 1 during each year of this Collectively Negotiated Agreement. See Salary Schedules "A," "B," "C" & "D," respectively, as attached. In addition, each unit member who was employed during the 2012-13 school year shall receive a \$500 non-recurring cash bonus, to be paid within 30 days of Board of Education approval of the parties' 2012-16 Memorandum of Agreement. The Co-Curricular/Extra-Class Position Stipends (annexed hereto as Schedule "E") shall remain at their 2008-2009 levels for the duration of this Agreement.

B. Service Credit for Longevity

Throughout the duration of the 2012-2016 Agreement, employees shall continue to accrue years of service credit towards placement on longevity steps.

C. Payment

1. Time of Payment

The payment of salary will be bi-weekly commencing with the first Friday of the school year.

Notwithstanding any other provision in this Agreement, teachers shall be paid at least every other Friday during the academic year, commencing with the first Friday and ending with the last Friday of the academic year. During the course of the academic year, there shall be at least twenty (20) full pays (meaning two (2) weeks pay) and the other two (2) pays, one (1) of which shall be the first Friday, shall consist of one-half (.5) pay.

Those teachers opting for the “26 pay plan” shall receive five twenty-sixths (5/26ths) of their salary for the school year on the final pay day.

2. Choice of Plan

A teacher may elect his/her salary payment plan, choosing either the 1/21 or the 1/26 plan. The 1/21 plan pays a teacher 1/21 of a year’s salary at each pay period. The 1/26 plan pays 1/26 at each pay period, with the exception of the end of June payment, which shall be 5/26 of his/her salary. The business office must be notified of a teacher’s election by the June 1st prior to the year for which the election is to be made. However, each teacher shall be entitled to switch the plan of payment one (1) time only for each school year, such election to be exercised on or before September 1st of the school year for which the switch in payment plan is to be made.

D. Health Insurance Coverage

1. Active Teachers

- a. The employee premium contribution shall be 12% individual/12%family effective July 1, 2011 for unit members who participate in a DEHIC Plan (which shall include the DEHIC EPO 20 as a new option effective July 1, 2014) and effective January 1, 2016, the employee premium contribution shall be 14% individual/14% family for unit members who participate in a DEHIC Plan. The remainder of the premium obligation shall be paid by the employer.

For those unit members who elect to participate in the Kaiser Permanente or M.V.P. individual health insurance plans, the District shall pay up to the dollar amount the District pays for individual unit members enrolled in the DEHIC Alternate PPO, and for those unit members who elect to participate in the Kaiser Permanente or M.V.P. family health insurance plans, the District shall pay up to the dollar amount the District pays for unit members in the DEHIC Alternate PPO, family health insurance and the unit member(s) shall pay any cost exceeding such amount.

- b. Health insurance programs shall be subject to change by mutual agreement.
- c. As soon as is practicable, unit members whose spouses are also employed by this District shall be prohibited from enrolling in a second family coverage or an individual coverage under the District’s health insurance plan if the spouse is enrolled for family coverage. Nothing shall preclude each spouse from enrolling for individual coverage under said health insurance plan. Where a dual coverage is given up due to the operation of this provision, an annual health insurance buy-out in the amount of \$1,500.00 shall be paid to the affected unit member.

- d. The District, in consulting with the MTA, shall implement a § 125 IRC flexible benefit plan as soon as practicable.

2. Retired Teachers

The Board shall contribute to health insurance premiums for retired teachers at the same rate paid by active teachers.

Retiree Health Insurance Vesting: Unit members shall be required to serve in the District for at least ten (10) years prior to the time of retirement to be entitled to District premium contributions towards retiree health insurance benefits. This provision shall become effective February 1, 2005.

3. Health Insurance Buy-Out

Each year, beginning with the 1985-86 school year, unit members who are otherwise health insured may opt-out from coverage in the School District's plan upon filing written notice of exercising the option, with proof of other health insurance, by:

- a. For 1985-86 - October 1 for opting out effective November 1.
- b. All subsequent years - June 1 for opting out effective July 1.

The payment for opting out shall be \$1,200.00; provided, however, that as soon as practicable, the payment for opting out shall be payable in monthly installments pursuant to the following schedule based upon the level of participants:

Up to 17 buy-outs	-	\$1,200 per annum or \$100.00 per month
18 or 19 buy-outs	-	\$1,300 per annum or \$108.33 per month
20 or 21 buy-outs	-	\$1,400 per annum or \$116.67 per month
22 or more buy-outs	-	\$1,500 per annum or \$125.00 per month

A unit member who opts-out of the District's health insurance plan shall be obligated to annually inform the District, in writing, whether or not s/he will be opting out for the next following school year. In the event such notification is not made, the District shall not be obligated to carry such unit member as covered under the plan.

Re-entry shall be allowed at any time subject only to the rules governing the health insurance plan(s). Upon re-entry, the unit member shall reimburse the District on the basis of 1/12th of the per annum amount paid to the unit member, as referenced above, for each year of this Agreement, for each of those months remaining in the school year during which the District's insurance plan(s) will provide coverage.

New hires may opt-out within thirty (30) days of hire for a pro-rated amount of the buy-out.

E. Welfare Benefit Trust

The District shall contribute the sum of \$1,250 per annum per participating unit member towards a welfare benefit trust administered by the Association; effective September 1, 2013 the District shall contribute the sum of \$1,325 per annum per participating unit member towards a welfare benefit trust administered by the Association; effective September 1, 2014 the District shall contribute the sum of \$1,400 per annum per participating unit member towards a welfare benefit trust administered by the Association; and effective September 1, 2015 the District shall contribute the sum of \$1,475 per annum per participating unit member towards a welfare benefit trust administered by the Association. The funding shall occur on a quarterly basis by July 15th, October 1st, January 1st and April 1st each year. The quarterly funding shall be based upon the full-time equivalent count of bargaining unit members on payroll on the last payroll date immediately preceding the quarters as described above; provided, however, that where a substitute unit member is replacing another unit member on paid leave, there will be only one (1) F.T.E. counted for that position. In determining the F.T.E. count, any part-time position that is .5 or greater shall be counted as a 1.0 F.T.E. A part-timer employed less than .5 shall not be counted towards the F.T.E. count. The purpose of the trust shall be as defined by the fund trustees and particularly to provide insurance benefits on behalf of participating unit members. The District shall have the right to annually audit the books and records of the trust.

The trustees shall indemnify and hold harmless the District and reimburse the District's reasonable attorney's fees for any litigation brought against the District regarding the Association's Welfare Benefit Trust, except to the extent that such litigation arises from the District's obligation to make monetary payments to the Trust, as referenced above.

F. Job Related Disability

Employees covered hereunder who are injured at school in the course of their employment and thus entitled to Workers' Compensation payments shall be compensated in the following manner:

1. Payable

Any payment received as Workers' Compensation Benefits for absence for which the employee is paid or payable will be returned to the District so long as the employee receives full salary. Sick leave days shall be reinstated on a pro-rated basis using the ratio between the per diem advanced salary payment reimbursement provided by Workers' Compensation and the per diem salary of the employee.

2. Entitlement

The employee shall be entitled to retain any Workers' Compensation for any period for which the employee is not paid or payable salary from the District.

G. Step Advancement

1. Eligibility

In order for a teacher to advance one (1) step on the salary schedule from the step placement of the prior school year, the teacher must have received pay for at least one-half (.5) of the days of that prior school year.

2. Step Increment

Step increment, where applicable, shall be granted during each year of this Agreement.

H. Salary Notice

Each employee of the bargaining unit will be notified in writing, by the third Monday in September of each school year of his or her date of hire, step, graduate credits and annual salary.

I. Longevities

1. Entitlement

Unit members shall be entitled to placement on the longevity steps (23rd and 26th) when their actual years of service in the District correspond to 23 and 26 years, respectively, including within the count those years of service credited at the time of hire for other teaching service acknowledged at the time of hire.

2. Coaching Longevity

There will be longevity stipends payable only to coaches of \$150 upon commencement of the fifth continuous school years of coaching services and an additional \$300 (total \$450) upon the commencement of the tenth consecutive school years of continuous coaching services. For those coaches of multiple sports, there shall be an additional \$100 added to their longevity beginning with ten continuous years for meeting this criteria in two (2) or more sports. The parties acknowledge that the count towards service shall not be broken based upon a leave due to prolonged disability. Continuity must lead into the 2000-2001 school year for the above provision to apply.

ARTICLE VI: TEACHING CONDITIONS

A. Length of Work Year

The teachers' work year shall consist of one hundred ninety (190) days, including up to six (6) scheduled emergency days, orientation and conference days during the work year. Emergency days that remain unused will be added to the Memorial Day weekend, in the case of one (1) such day, and the other days will be returned to the calendar so long as the number of work days is one hundred eighty-four (184) during the school year. First year unit member teachers are required to attend two (2) consecutive days of in-service workshops during the week immediately preceding the Superintendent's Conference Day with no additional compensation

and one (1) day at the beginning of their second year of employment during the week immediately preceding the Superintendent's Conference Day for no additional compensation.

Under this section it is not the intent of the Board to require attendance prior to Labor Day weekend, except when required for first and second year unit members, as referenced above.

B. Length of School Day

Effective July 1, 2012, the length of the school day will be seven (7) hours and thirty-five (35) minutes inclusive of an additional fifteen (15) minutes of student instructional time within the contours of the work day. Effective July 1, 2014, the length of the school day will be seven (7) hours and twenty (20) minutes.

Effective July 1, 2012, on all days preceding days when students are not required to attend school, teachers may leave approximately thirty (30) minutes before the end of the school day. Effective July 1, 2014, on all days preceding days when students are not required to attend school, teachers may leave approximately fifteen (15) minutes before the end of the teacher day.

Effective July 1, 2014, the last fifteen minutes of the school day will be dedicated to the following activities in the priority order listed below:

1. Extra help for students
One-on-one (based upon a student request or teacher determination) and/or small group instruction (teacher determined).
2. Communication & Professional Responsibilities
Work related e-mails, calls to parents, self-directed professional development and other Domain Four (4) activities.

To the extent that the Building Principal or Superintendent calls for a faculty meeting or District meeting to start during the teacher day, the same shall start fifteen (15) minutes before the end of the teacher day. (NOTE: This provision shall not change the number of faculty meetings that may be conducted as otherwise referenced in Article VI(I)(1) of this Agreement.)

The starting and closing times of the school day will be set by the administration.

C. Unassigned Periods

1. Elementary School

Every elementary teacher will have an uninterrupted duty-free lunch period of at least thirty (30) minutes. Every elementary teacher will have five (5) preparation periods of forty (40) consecutive minutes of preparation time per week, free of student supervision or other duties, except when displaced by scheduled programs.

Preparation periods shall not be taken away from teachers to cover a class, except when

an emergency arises. In the event of such emergency, teachers will be paid \$25.00 per period from which assigned to such service from the first such occurrence and thereafter.

2. Middle and High School

Duty-free lunch period: Every Middle and High School teacher will have a duty-free lunch period of at least thirty (30) minutes.

Every Middle and High School teacher will have at least one (1) preparation period per day free of student supervision or other duties.

Preparation periods shall not be taken away from teachers to cover a class, except when an emergency arises. In the event of such emergency, teachers will be paid \$25.00 per period from which assigned to such service from the first such occurrence and thereafter.

D. Class Size

It is the desire of the Board and the Administration to maintain a level of class size which will insure efficient quality education, consistent with the District's financial ability. Efforts will be made to balance teacher loads and to achieve a reasonable student/teacher ratio for Grades K - 6 and Middle/High School within the annual budgeting allotment as approved by the voters in the Annual District Election.

Current District objectives are:

1. Elementary School

Average student/teacher ratio of 27:1.

2. Middle/High School

Academic subject teacher - average load of one hundred twenty-five (125) students daily.

E. Secondary Teaching Assignments

1. Flexible & Inflexible Teaching Schedules

All secondary teaching staff, as recognized under Article I of the Collective Bargaining Agreement, shall be classified as follows:

a. Flexible Schedule(s) #1

- (1) Guidance Counselor
- (2) Social Worker
- (3) Psychologist
- (4) Library-Media Specialist

- b. Flexible Schedule(s) #2
 - (1) Music
 - (2) Special Education
 - (3) AIS

- c. Inflexible Schedule(s)
 - (1) English
 - (2) Social Studies
 - (3) Science
 - (4) Mathematics
 - (5) Foreign Language
 - (6) Business & Distributive Education
 - (7) Physical Education
 - (8) Technology
 - (9) Art
 - (10) Health Education
 - (11) Family & Consumer Sciences

The parties will add to the Agreement definitions of the terms “Flexible Schedule” and “Inflexible Schedule”.

2. Schedule Classification

Classification as contained above is based upon the degree of independent control that a teacher has to develop his/her own schedule as well as class size and the availability of an aide. It is understood that should a curriculum area classified as flexible become inflexible in nature or that an inflexible curriculum area become flexible, then the position(s) will be appropriately reclassified.

3. Flexible Schedules

All teaching staff classified as having “Flexible Schedules” can be assigned a work load of six (6) teaching periods per day or thirty (30) periods per week. In such event, these teachers will not be eligible for compensation specified in section 7(c) of this Agreement. They shall be guaranteed at least one (1) preparation period per day one (1) semester and two (2) periods in the other semester, or an annual average of 1.5 per day. Flexible schedule teachers #2 may be assigned administrative or supervisory duty responsibilities for one (1) semester or its equivalent for the entire year.

Notwithstanding the above, only permanently certified teachers shall teach six (6) teaching periods per day.

4. Inflexible Schedules

All teaching staff classified as having “Inflexible Schedules” may be assigned up to five (5) instructional periods per day or twenty-five (25) periods per week. Teachers will be

assigned up to an annual average of 1.5 administrative or supervisory duties per day in any one (1) semester; however, a teacher may not be assigned more than two (2) administrative or supervisory duties per day in any one (1) semester.

Individual teachers may voluntarily accept assignments to small group tutorial of up to ten (10) students per day on a daily basis, with the volunteering teacher to be scheduled for one (1) preparation period, one (1) duty period, one (1) small group tutorial, lunch and five (5) other teaching assignments, for the semester, for a stipend of \$600.00. The students to be serviced in the tutorial may be referred by teachers, administrators, guidance personnel, their parents or attend by self-referral.

5. Science Laboratory Classes

Science laboratory classes shall be equivalent to one-half (.5) instructional periods and shall be computed and compensated pursuant to the provisions contained in 7(c). Science teachers shall be guaranteed at least one (1) preparation period per day in each semester.

6. Team Meeting Times

Team meeting times for 6th, 7th and 8th grade teachers will be credited as one (1) administrative or supervisory duty. Therefore, only a one-half (.5) administrative or supervisory duty will be assigned to these teachers and the 1.5 preparation periods will exist. In the event that there is a loss of any portion of the 1.5 preparation periods, then that teacher will be compensated as specified in section 7(c) of this agreement on a pro-rata basis.

7. Sixth Teaching Period

In the event that the District cannot cover all class sections with the above limitations, teachers may be assigned a sixth teaching period subject to the following conditions:

- a. The District shall post the additional course offering. Any unit member may voluntarily agree to accept an additional teaching assignment; however, the District is only bound to grant assignments to teachers holding valid certification in that area. The District may select a volunteer for the additional course pursuant to Section 80.2(c) of the Commissioner's Rules and Regulations.
- b. If there are no applicants, the District may involuntarily assign a sixth teaching period to any certified individual in the department of the assigned class. In instances where there are insufficient numbers of certified teachers available within the department, the District may involuntarily assign the additional class to any teacher. The District will consider present teaching load and experience in making involuntary assignments.
- c. Any individual teaching the additional class shall be compensated at a rate equivalent to one sixth (1/6th) of BA Step 1 or one sixth (1/6th) of MA Step 1, depending upon the column placement of the individual.

8. Starting & End Time of Day

This Agreement or its implementation shall not impact upon the starting or ending time of the elementary student day or student/teacher contact time in the elementary school. The District agrees that should problems with the elementary bus schedules arise, the High School student day will be adjusted as necessary.

F. Substitute Assignments

Teachers may recommend additions to the substitute list. In cases where a teacher knows of his/her absence in advance, the Administration will consider utilization of a substitute recommended by the teacher.

G. Teacher Aides and Volunteers

It shall be the responsibility of the teacher to provide classroom duties to teacher aides or volunteers. Volunteers will not be assigned to work in a classroom without the teacher's approval.

H. Curriculum Development

1. Curriculum Work

Representative committee of Elementary and High School teachers will work together with their respective Principals on curriculum studies. Notwithstanding the above, such committee shall be superseded by District-wide and/or building based committees constituted in accordance with the Regulations of the Commissioner of Education at Part 100.11.

2. Summer Curriculum Development

Teachers who volunteer for Summer Curriculum development and writing projects and teachers who volunteer, at the District's request, or who are directed, as required by State and Federal law, to participate in Summer CSE/CPSE meetings shall be paid at the rate of \$22.50 per hour, effective February 1, 2005. The minimum number of hours per day shall be four (4).

I. After School Meetings

1. Faculty/Grade Level/Inter-Grade Level/ Interschool Level/Departmental Meetings

The District may schedule up to twenty (20) faculty and/or grade level and/or inter-grade level and/or interschool level and/or departmental meetings each school year that shall start ten (10) minutes after the end of the student instructional day, bus schedule permitting.

The length of these meetings shall not exceed one and one-quarter (1.25) hours, except that there shall be flexibility to schedule one (1) hour and one and one-half (1.5) hour meetings, so long as the average length of meetings is one and one-quarter (1.25) hours.

An agenda will be posted in the faculty rooms two (2) days in advance and teachers may submit items to be included in the agenda until three (3) days prior to the meeting.

2. Evening Meetings

Unit members required to attend evening meetings beyond three (3) per year (not to exceed a total of six (6) meetings) shall be compensated at a rate of \$60 per event. Evening meetings will not require preparation work or instruction.

3. Scheduling of Meetings

None of the above meetings will take place on days prior to the days when students are not required to attend school except for emergency reasons.

J. Committees

The need for committees shall be determined by the faculty and the Administration. Participation on any committee shall be voluntary.

K. Responsibility for Money or Valuables

Teachers will not be held personally liable for any money or valuables left in their possession, except in instances resulting from their own negligence.

L. Sign-In/Sign-Out

The Board of Education may implement an attendance system requiring teachers to sign-in and sign-out at such time when reporting to work or leaving from the job.

M. Building and District Leadership and Safety Teams

1. Building Leadership Team

Teachers who wish to participate on a Building Leadership Team (BLT) can apply to the principal. There is no limit to the number of teachers who can participate on a BLT. In order to participate on the committee, the teacher must be tenured. The regular term for a teacher on a BLT is three (3) years. When a new BLT is established, there are three (3) levels of terms – one (1), two (2), and three (3) year terms.

2. District Leadership Team

The District Leadership Team (DLT) will consist of two (2) teacher representatives from each school. The President of the MTA will ask for volunteers to participate on the DLT. In order to participate on the committee, the teacher must be tenured. If more than two (2) teachers volunteer for membership from a specific school, the MTA President will make the final decision on who will represent that school on the DLT. Membership on the DLT will be for three (3) year terms. There is no limit on how long a teacher may be a member on the DLT.

3. Building Safety Team

Teachers can volunteer to participate on the Building Safety Team (BST). In order to participate on the committee, the teacher must be tenured. There is no limit to the number of teachers who can participate on the BST.

4. District Safety Team

The District Safety Team (DST) will consist of two (2) teacher representatives from each school. The President of the MTA will ask for volunteers from the various BSTs to participate on the DST. In order to participate on the committee, the teacher must be tenured. If more than two (2) teachers volunteer for membership from a specific school, the MTA President will make the final decision on who will represent that school on the DST. Membership on the DST will be for three (3) year terms. There is no limit on how long a teacher may be a member on the DST.

ARTICLE VII: GRIEVANCE PROCEDURE

A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievance 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 its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or the courts.

B. Definition and Procedures

1. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement or existing terms and conditions of employment as determined by reference to PERB and New York State Court of Appeals decisions.

2. A grievance must be initiated in writing on forms mutually developed by the parties within twenty (20) school days of the occurrence of the event giving rise thereto.

3. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

4. If a grievance is not initiated or a decision at one stage not appealed to the next stage within the time limits specified, the grievance will be deemed to be abandoned and prosecution or further appeal under this Agreement shall be barred.

5. The time limits specified herein may be extended only by mutual agreement.

6. Failure of the Supervisor, Chief Executive Officer or Board to timely communicate the decision required hereunder shall permit the grievant to proceed to the next stage of the procedure.

C. Stages

Stage 1: Supervisor

- a. A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall render a decision thereon, in writing, and present it to the teacher, his/her representative, and the Association.

Stage 2: Chief Executive Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall file a written appeal of the decision at Stage 1 with the Chief Executive Officer within eight (8) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b. Within eight (8) school days after receipt of the appeal the Chief Executive Officer, or his/her duly authorized representative, shall hold a hearing with the teacher and/or his/her representative and all other parties in interest.
- c. The Chief Executive Officer shall render a decision in writing, to the teacher, and/or his/her representative within eight (8) school days after the conclusion of the hearing.

Stage 3: Board

- a. If the Association is not satisfied with the decision at Stage 2, and wishes to proceed further under this grievance procedure, the teacher shall file an appeal in writing, with the Board within thirteen (13) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board.
- b. Within thirteen (13) school days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session.
- c. Within eight (8) school days after the conclusion of the hearing, the Board shall render a decision, in writing on the grievance.

Stage 4: Binding Arbitration

- a. If the Association is not satisfied with the decision of the Board, the Association may, within three (3) calendar weeks after the Board's written decision, submit the grievance to arbitration by written notice to the Board of Education, following which the parties shall contact one of the four (4) named arbitrators on a rotating basis, also accounting for availability of the arbitrator: Ira Lobel, Bonnie Siber Weinstock, Sheila Cole, Jeffrey Selchick and Janet Spencer.
- b. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- c. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law. In addition, the Arbitrator shall be without power to award a remedy with respect to any substantive provision of this Agreement which indicates that the matters contained therein are not subject to the provisions of Article VII.
- d. The decision of the Arbitrator shall be final and binding upon all parties.
- e. The costs of the services of the Arbitrator will be borne equally by the District and the Association.

ARTICLE VIII: SECTION 3020-a HEARING OFFICERS PANEL

The parties agree to present the American Arbitration Association with a limited list of arbitrators for the purpose of selecting a Section 3020-a Hearing Officer/Chairperson for Section 3020-a cases arising from determinations of probable cause by the Board of Education of the School District. Unless changed by mutual agreement of the parties, the following names shall be submitted as the list referenced above:

1. Martin Scheinman
2. Carol Wittenberg
3. Bonnie Siber Weinstock
4. Alan Viani

This Article shall be effective only when the funding of hearing expenses including Hearing Officers' per diem cost will be paid by the State.

ARTICLE IX: MANDATORY CLAUSES FOR 403(b) EMPLOYER CONTRIBUTION

Effective July 1, 2004, the Employer and the Association agree to the following:

A. Mandatory Clauses

1. No Cash Option

No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

2. Contribution Limitations

In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to a former employee's 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment. The Employer utilizes a calendar year for the purposes of determining the section 415(c)(1) limit.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- a. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971^a, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the

^a **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five (5) years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC § 415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC § 415, is more advantageous for those members.

Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through the payment of the Employer's Non-elective Contribution; and

- b. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. 403(b) Accounts

Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program. The Employer's endorsed 403(b) program shall be ING.

4. Tier I Adjustments

Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. IRS Regulations & Rulings

This Agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closely as possible, to the original intent of the parties.

6. 403(b) Provider Approval

This Agreement shall further be subject to the approval of the 403(b) Provider, which shall review the Agreement solely as a matter of form and as the provider of the investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. Responsibilities for Information

Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.

8. Early Retirement Incentive

The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire no later than September 1st if retiring effective January 31st of the school year or February 1st if retiring on June 30th of the school year. The total amount of Employer's Non-elective Contribution for each eligible employee shall equal to 50% of the employee's last year of compensation as per Article X, paragraph A and shall be made in one (1) installment to be paid between July 1 and November 1 of the calendar year in which the employee retires, to the extent consistent to paragraph (2) above.

ARTICLE X: RETIREMENT INCENTIVE PROGRAM

A. Retirement Incentive

All unit members who will reach the age of 55 with fifteen (15) or more accredited years of service shall be entitled to a retirement incentive of forty percent (40%) effective July 1, 1990; forty-five percent (45%) effective July 1, 1991; and, fifty percent (50%) effective July 1, 1992 of their last year's compensation, provided that notice of retirement shall be effective as of the January 31st or June 30th of the school year the unit member reaches the age of 55 and that notice of retirement is given on or before the September 1st or February 1st preceding the effective date of retirement.

The salary to which the retirement incentive percentage will apply shall be comprised of the scheduled salary plus credits as well as salary attributable to teaching a sixth assignment, but in no event shall it include other components of annual salaries such as stipend, summer study grants, curriculum writing pay or other extra-curricular duty pay.

The Employer shall pay such incentives between July 1 and November 1 of the calendar year in which the teacher retires.

B. Eligibility

Notwithstanding the provisions set forth above, any teacher whose time of eligibility occurs when the teacher is subject to a period of required service pursuant to Article II(D)(3) shall have his/her eligibility set on the January 31st or June 30th immediately following the period of required service.

C. Special Retirement Incentive Program

Unit members who have exceeded their window period of opportunity to avail themselves of the contractual retirement incentive plan (set forth at Paragraph "A" above) shall be entitled to receive 45% of their last year's compensation provided that notice of retirement effective June 30, 1999 is given in writing to the Business Office on or before January 31, 1999. The employer shall pay such incentive between June 30, 1999 and November 1, 1999.

The salary to which the special retirement incentive percentage will be applied shall be comprised of the scheduled salary plus credits, as well as salary attributable to teaching a sixth assignment, but in no event shall it include other components of annual salary such as stipends, summer study grants, curriculum writing pay or other extra-curricular duty pay.

This provision of the Agreement shall sunset effective June 30, 1999, except to the extent that it is necessary to enforce the District's obligation to make payment of the monies due and owing under this provision.

D. Sick Leave upon Retirement

For unit members who retire between the dates of June 30th and August 31st of any calendar year, if written notice of resignation for the purpose of retirement is given by the immediately preceding January 1st, he or she shall be paid \$10 per unused accumulated sick leave day upon retirement from the District to receive benefits from the New York State Teachers' Retirement System (or N.Y.S. Employees' Retirement System, if applicable). For the purposes of this provision of the Agreement, there shall be no cap placed upon the number of accumulated sick leave days that a unit member may accumulate. [This provision shall not apply in the case of a unit member who retires and receives a Retirement Incentive Payment as set forth above in this Article].

ARTICLE XI: LEGALITY OF PROVISIONS

If any provision of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue in force and effect.

ARTICLE XII: TERM, AMENDMENT, MODIFICATION AND TERMINATION

A. Effective Period

The provisions of the Collectively Negotiated Agreement shall be effective as of July 1, 2012 and remain in effect until June 30, 2016, and from year to year thereafter unless either party

hereto shall notify the other, in writing, by January 15th of a subsequent year, of their desire to amend, modify or terminate the same.

B. Amend, Modify, or Terminate

Should either party timely notify the other of a desire to amend, modify, or terminate this agreement as heretofore provided, negotiations for a subsequent agreement shall commence the February 15th next following such notice, unless the parties shall mutually agree upon an alternate date.

C. Terms & Conditions

Terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with the Association as required by PERB.

D. Negotiable Items

The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement and agrees that negotiations will not be reopened on any item contained herein during the life of this Agreement unless mutually agreed.

ARTICLE XIII: LEGISLATIVE ACTION CLAUSE

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

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and date written above.

ASSOCIATION

BY: Jennifer Leggett
Jennifer Leggett
President, MTA

DATE: 12/10/14

DISTRICT

BY: Philip D. D'Angelo, Jr.
Philip D. D'Angelo, Jr.
Superintendent of Schools

DATE: 12/10/14

APPENDIX A - TEACHER-MENTOR PROGRAM

Mentor/Internship Program

1. All newly hired teachers shall participate in the District's Mentor/Internship Program as part of professional development. Also, all non-tenured teachers on a TIP will be assigned a mentor. Tenured teachers on a TIP may be assigned a mentor based on mutual agreement between the MTA President and Superintendent of Schools. The mentor will receive a full or pro-rated stipend based on the length of the mentorship.
2. The MTA President & Superintendent of Schools will meet to review all applications for selection consideration and will select the mentors. The following criteria will be used in the selection process:
 - A. same discipline;
 - B. related discipline or a teacher who teaches a similar cohort of students;
 - C. other needs for support based on new teacher perceived needs (i.e. discipline, organization, etc.).

All mentors must be tenured teachers and shall be trained annually in a program mutually agreed upon between the MTA and District. Mentors will receive documentation after they have received training (either via a certificate or letter from the District).

3. If an approved mentor is unable to perform their mentoring duties for any reason, including, but not limited to, going on a leave, an alternate mentor will be approved for the duration of the school year.
4. Mentoring activities shall take place before and/or after regular school hours, during common preparation time and possibly during Superintendent's Conference days. If common preparation time is unavailable to the mentor and intern, up to two (2) days per school year or four (4) half days per school year shall be made available to those mentors-interns for mentoring activities.
5. Mentors and interns shall be responsible for maintaining written logs indicating that mentoring time of at least forty (40) hours during the school year has taken place. Mentors will log dates, times, and topic on a Mentoring Log Sheet (Appendix AA).
6. Mentoring activities may include meetings, classroom visitations, lesson planning, curriculum and assessment development, staff development, etc.
7. The Building Principal, and/or Assistant Superintendent for Curriculum, Instruction, & Pupil Personnel Services, where applicable, shall be responsible for the coordination of mentoring activities, such as facilitating classroom visits and arranging for substitute coverage for those mentors and interns who do not have common planning time in which to carry out mentoring

activities. The Principal shall also collect the written logs of mentoring activities from the mentors and interns and report to the Superintendent of Schools regarding the completion of time requirements.

8. The Mentor/Internship Program is non-evaluative and mentors shall not divulge information to be used for evaluating or disciplining the intern, except to the extent permitted by regulations of the Commissioner of Education at 8 NYCRR § 100.2(dd)(2)(iv), as set forth herein below.
9. The mentor/intern ratio shall not exceed 1:1.
10. Mentors shall be compensated in the amount of \$1,850.00 per intern per annum. Interns shall be compensated by in-service credit for the forty (40) hours of mentor/internship activities. The role of the mentor shall include, but not be limited to, providing guidance and support to the new teacher.
11. The Mentor/Internship Program shall be evaluated on an annual basis, reflecting upon its efficacy in enhancing student achievement, by receiving the written comments of the mentors, interns and principals regarding the adequacy of time available for mentoring activities, resources made available and suggestions for improvement to enhance the program. The information to be presented shall not include evaluative comments about either the mentor or the intern. The evaluation shall be submitted to the District's Professional Development Team. Upon reviewing the same, the team shall issue a written report to the Superintendent and Board of Education for their consideration.
12. A list of trained mentors will be developed and shared between the District and MTA.

8 NYCRR § 100.2(dd)(2)(iv)

For plans covering the time period, February 2, 2004 and thereafter, provision for a mentoring program.

(a) The purpose of the mentoring program shall be to provide support for new teachers in the classroom teaching service in order to ease the transition from teacher preparation to practice, thereby increasing retention of teachers in the public schools, and to increase the skills of new teachers in order to improve student achievement in accordance with the State learning standards.

(b) The professional development plan shall describe how the school district or BOCES will provide a mentoring program for teachers in the classroom teaching service who must participate in a mentoring program to meet the teaching experience requirement for the professional certificate, as prescribed in section 80-3.4 of this Title.

(c) The mentoring program shall be developed and implemented consistent with any collective bargaining obligation required by Article 14 of the Civil Service Law, provided that nothing herein

shall be construed to impose a collective bargaining obligation that is not required by Article 14 of the Civil Service Law.

(d) The information obtained by a mentor through interaction with the new teacher while engaged in the mentoring activities of the program shall not be used for evaluating or disciplining the new teacher; unless withholding such information poses a danger to the life, health, or safety of an individual, including but not limited to students and staff of the school; or unless such information indicates that the new teacher has been convicted of a crime, or has committed an act which raises a reasonable question as to the new teacher's moral character; or unless the school district or BOCES has entered into an agreement, negotiated pursuant to Article 14 of the Civil Service Law whose terms are in effect, that provides that the information obtained by the mentor through interaction with the new teacher while engaged in the mentoring activities of the program may be used for evaluating or disciplining the new teacher.

(e) The professional development plan shall describe the following elements of the mentoring program:

(1) the procedure for selecting mentors, which shall be published and made available to staff of the school district or BOCES and upon request to members of the public;

(2) the role of mentors, which shall include but not be limited to providing guidance and support to the new teacher;

(3) the preparation of mentors, which may include but shall not be limited to the study of the theory of adult learning, the theory of teacher development, the elements of a mentoring relationship, peer coaching techniques, and time management methodology;

(4) types of mentoring activities, which may include but shall not be limited to modeling instruction for the new teacher, observing instruction, instructional planning with the new teacher, peer coaching, and orienting the new teacher to the school culture; and

(5) time allotted for mentoring, which may include but shall not be limited to scheduling common planning sessions, releasing the mentor and the new teacher from a portion of their instructional and/or non-instructional duties, and providing time for mentoring during superintendent conference days, before and after the school day, and during summer orientation sessions.

APPENDIX B – TEMPLATE FOR MATERNITY/FMLA LEAVE REQUEST

{Date}

Dear {Insert name of Superintendent of Schools}:

I am pleased to inform you that I am expecting a child in {early/mid/late} {month, year}. At that time I will use my sick time until such time as my doctor deems I am fit to return to work. From that point until {date}, I intend to take unpaid childcare leave as specified in Article IV, D of the MTA Contract.

It is my intention to return on {date}. Kindly accept this letter as my ninety (90) days' notice to do so.

If you have any questions, please contact me.

Thank you for your time and attention to this matter.

Respectfully,

{Signature of Teacher}

{Printed Name of Teacher}

APPENDIX C - TEMPLATE FOR SICK BANK REQUEST

{Date}

Dear {Insert name of Superintendent of Schools}:

Pursuant to Article IV, A, 3 of the MTA Contract, I am respectfully requesting to draw {X#} days from the MTA Sick Bank. Attached you will find medical documentation of my catastrophic, prolonged or disabling illness or accident. Additionally, I have contributed to the Sick Bank, have used all my personal leave accruals and waited ten (10) working days with no compensation.

If you have any questions, please contact me.

Respectfully,

{Signature of Teacher}

{Printed Name of Teacher}

SCHEDULE A – SALARY SCHEDULE FOR JULY 1, 2012-JANUARY 31, 2014

MTA Salary Schedule effective July 1, 2012 through January 31, 2014

	<u>BA</u>	<u>BA30</u>	<u>MA</u>	<u>MA30</u>	<u>MA60</u>
1	\$51,267	\$53,746	\$54,575	\$56,641	\$58,709
2	\$52,671	\$55,236	\$56,144	\$58,294	\$60,445
3	\$54,077	\$56,723	\$57,715	\$59,949	\$62,182
4	\$55,483	\$58,213	\$59,288	\$61,603	\$63,918
5	\$56,890	\$59,700	\$60,860	\$63,257	\$65,654
6	\$58,294	\$61,188	\$62,428	\$64,911	\$67,391
7	\$59,700	\$62,678	\$64,000	\$66,564	\$69,126
8	\$61,106	\$64,165	\$65,572	\$68,217	\$70,864
9	\$62,512	\$65,654	\$67,142	\$69,870	\$72,600
10	\$65,323	\$68,630	\$70,285	\$73,177	\$76,072
11	\$66,730	\$70,118	\$71,854	\$74,834	\$77,808
12	\$68,135	\$71,608	\$73,426	\$76,486	\$79,546
13	\$69,538	\$73,096	\$74,999	\$78,139	\$81,283
14	\$70,945	\$74,583	\$76,569	\$79,793	\$83,019
15	\$72,351	\$76,072	\$78,139	\$81,446	\$84,755
16	\$73,757	\$77,561	\$79,711	\$83,100	\$86,491
17	\$75,161	\$79,049	\$81,283	\$84,755	\$88,227
18	\$76,569	\$80,539	\$82,854	\$86,408	\$89,964
19	\$77,974	\$82,025	\$84,423	\$88,063	\$91,701
20	\$82,190	\$86,491	\$89,135	\$93,024	\$96,910
21	\$82,190	\$86,491	\$89,135	\$93,024	\$96,910
22	\$82,190	\$86,491	\$89,135	\$93,024	\$96,910
23	\$86,408	\$90,957	\$93,767	\$97,985	\$102,118
24	\$86,408	\$90,957	\$93,767	\$97,985	\$102,118
25	\$86,408	\$90,957	\$93,767	\$97,985	\$102,118
26	\$94,870	\$99,665	\$102,807	\$107,189	\$111,573

SCHEDULE B - SALARY SCHEDULE FOR FEBRUARY 1, 2014-AUGUST 31, 2014

MTA Salary Schedule effective February 1, 2014 through August 31, 2014

	BA	BA30	MA	MA30	MA60
1	\$52,267	\$54,746	\$55,575	\$57,641	\$59,709
2	\$53,671	\$56,236	\$57,144	\$59,294	\$61,445
3	\$55,077	\$57,723	\$58,715	\$60,949	\$63,182
4	\$56,483	\$59,213	\$60,288	\$62,603	\$64,918
5	\$57,890	\$60,700	\$61,860	\$64,257	\$66,654
6	\$59,294	\$62,188	\$63,428	\$65,911	\$68,391
7	\$60,700	\$63,678	\$65,000	\$67,564	\$70,126
8	\$62,106	\$65,165	\$66,572	\$69,217	\$71,864
9	\$63,512	\$66,654	\$68,142	\$70,870	\$73,600
10	\$66,323	\$69,630	\$71,285	\$74,177	\$77,072
11	\$67,730	\$71,118	\$72,854	\$75,834	\$78,808
12	\$69,135	\$72,608	\$74,426	\$77,486	\$80,546
13	\$70,538	\$74,096	\$75,999	\$79,139	\$82,283
14	\$71,945	\$75,583	\$77,569	\$80,793	\$84,019
15	\$73,351	\$77,072	\$79,139	\$82,446	\$85,755
16	\$74,757	\$78,561	\$80,711	\$84,100	\$87,491
17	\$76,161	\$80,049	\$82,283	\$85,755	\$89,227
18	\$77,569	\$81,539	\$83,854	\$87,408	\$90,964
19	\$78,974	\$83,025	\$85,423	\$89,063	\$92,701
20	\$83,190	\$87,491	\$90,135	\$94,024	\$97,910
21	\$83,190	\$87,491	\$90,135	\$94,024	\$97,910
22	\$83,190	\$87,491	\$90,135	\$94,024	\$97,910
23	\$87,408	\$91,957	\$94,767	\$98,985	\$103,118
24	\$87,408	\$91,957	\$94,767	\$98,985	\$103,118
25	\$87,408	\$91,957	\$94,767	\$98,985	\$103,118
26	\$95,870	\$100,665	\$103,807	\$108,189	\$112,573

SCHEDULE C - SALARY SCHEDULE FOR SEPTEMBER 1, 2014-June 30, 2015

MTA Salary Schedule effective September 1, 2014 through June 30, 2015

	BA	BA30	MA	MA30	MA60
1	\$53,267	\$55,746	\$56,575	\$58,641	\$60,709
2	\$54,671	\$57,236	\$58,144	\$60,294	\$62,445
3	\$56,077	\$58,723	\$59,715	\$61,949	\$64,182
4	\$57,483	\$60,213	\$61,288	\$63,603	\$65,918
5	\$58,890	\$61,700	\$62,860	\$65,257	\$67,654
6	\$60,294	\$63,188	\$64,428	\$66,911	\$69,391
7	\$61,700	\$64,678	\$66,000	\$68,564	\$71,126
8	\$63,106	\$66,165	\$67,572	\$70,217	\$72,864
9	\$64,512	\$67,654	\$69,142	\$71,870	\$74,600
10	\$67,323	\$70,630	\$72,285	\$75,177	\$78,072
11	\$68,730	\$72,118	\$73,854	\$76,834	\$79,808
12	\$70,135	\$73,608	\$75,426	\$78,486	\$81,546
13	\$71,538	\$75,096	\$76,999	\$80,139	\$83,283
14	\$72,945	\$76,583	\$78,569	\$81,793	\$85,019
15	\$74,351	\$78,072	\$80,139	\$83,446	\$86,755
16	\$75,757	\$79,561	\$81,711	\$85,100	\$88,491
17	\$77,161	\$81,049	\$83,283	\$86,755	\$90,227
18	\$78,569	\$82,539	\$84,854	\$88,408	\$91,964
19	\$79,974	\$84,025	\$86,423	\$90,063	\$93,701
20	\$84,190	\$88,491	\$91,135	\$95,024	\$98,910
21	\$84,190	\$88,491	\$91,135	\$95,024	\$98,910
22	\$84,190	\$88,491	\$91,135	\$95,024	\$98,910
23	\$88,408	\$92,957	\$95,767	\$99,985	\$104,118
24	\$88,408	\$92,957	\$95,767	\$99,985	\$104,118
25	\$88,408	\$92,957	\$95,767	\$99,985	\$104,118
26	\$97,370	\$102,165	\$105,307	\$109,689	\$114,073

SCHEDULE D - SALARY SCHEDULE FOR JULY 1, 2015-JUNE 30, 2016

MTA Salary Schedule effective July 1, 2015 through June 30, 2016

	BA	BA30	MA	MA30	MA60
1	\$54,267	\$56,746	\$57,575	\$59,641	\$61,709
2	\$55,671	\$58,236	\$59,144	\$61,294	\$63,445
3	\$57,077	\$59,723	\$60,715	\$62,949	\$65,182
4	\$58,483	\$61,213	\$62,288	\$64,603	\$66,918
5	\$59,890	\$62,700	\$63,860	\$66,257	\$68,654
6	\$61,294	\$64,188	\$65,428	\$67,911	\$70,391
7	\$62,700	\$65,678	\$67,000	\$69,564	\$72,126
8	\$64,106	\$67,165	\$68,572	\$71,217	\$73,864
9	\$65,512	\$68,654	\$70,142	\$72,870	\$75,600
10	\$68,323	\$71,630	\$73,285	\$76,177	\$79,072
11	\$69,730	\$73,118	\$74,854	\$77,834	\$80,808
12	\$71,135	\$74,608	\$76,426	\$79,486	\$82,546
13	\$72,538	\$76,096	\$77,999	\$81,139	\$84,283
14	\$73,945	\$77,583	\$79,569	\$82,793	\$86,019
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18	\$79,569	\$83,539	\$85,854	\$89,408	\$92,964
19	\$80,974	\$85,025	\$87,423	\$91,063	\$94,701
20	\$85,190	\$89,491	\$92,135	\$96,024	\$99,910
21	\$85,190	\$89,491	\$92,135	\$96,024	\$99,910
22	\$85,190	\$89,491	\$92,135	\$96,024	\$99,910
23	\$89,408	\$93,957	\$96,767	\$100,985	\$105,118
24	\$89,408	\$93,957	\$96,767	\$100,985	\$105,118
25	\$89,408	\$93,957	\$96,767	\$100,985	\$105,118
26	\$98,870	\$103,665	\$106,807	\$111,189	\$115,573

SCHEDULE E CO-CURRICULAR/EXTRA-CLASS STIPENDS 2012-2016

Co-Curricular/Extra-Class Position Stipends for 2012-2016

CATEGORY – ACADEMICS	
Job Description	Stipend
Literacy Coordinator K-5 (w/no release time)	\$3,769
or Literacy Coordinator K-2 (w/no release time)	\$1,885
& Literacy Coordinator 3-5 (w/no release time)	\$1,885
Mathematics Coordinator K-5 (w/no release time)	\$3,769
or Math Coordinator K-2 (w/no release time)	\$1,885
& Math Coordinator 3-5 (w/no release time)	\$1,885
Coordinator of Library Media Services K-12 (w/no release time)	\$2,550
Spec. Educ. K-12 Department Head (w/ 40 min/day release time)	\$4,318
Phys. Ed./Health K-12 Department Head (w/40 min/day release time)	\$4,318
District Level Department Head (w/no release time)	\$4,318
Secondary Department Head (6-12) (w/no release time)	\$3,769
Elementary Grade Level Head (K-5) (w/no release time)	\$3,769
Home Tutoring	\$36.49/hour

CATEGORY – CLUBS & ACTIVITIES	
Job Description	Stipend
Senior Class Advisor – HS	\$2,550
Junior Class Advisor – HS	\$1,941
Sophomore Class Advisor – HS	\$1,220
Freshman Class Advisor – HS	\$1,220
National Honor Society Advisor – HS	\$1,220
Student Council Advisor – HS	\$2,550
Interact Club Advisor – HS	\$1,054
Yearbook Advisor – HS	\$2,550
Art Club Advisor – HS	\$1,054
Model UN Advisor – HS	\$1,054
Literary Magazine/Newspaper Advisor – HS	\$1,054
Book Club Advisor – HS	\$886
SAT Preparation Teacher - English	\$886
SAT Preparation Teacher - Mathematics	\$886
Junior National Honor Society Advisor – MS	\$1,054
Student Council Advisor – MS	\$1,941
Interact Club Advisor – MS	\$1,054
Yearbook Advisor – MS	\$1,220
Art Club Advisor – MS	\$1,054
Science Fair Coordinator – MS	\$1,054
School Store Advisor – MS	\$886
Book Club Advisor – MS	\$886
Middle School Club Advisor	\$886

Literary Magazine/Newspaper Advisor - MS	\$1,054
Interact Club Advisor – Alden	\$1,054
Science Fair Coordinator – Alden	\$1,054
Colonial Days Advisor – Alden	\$1,054
Art Show Director	\$1,054
Computer Club Advisor	\$1,054
Environmental Club Advisor	\$1,054
FCCLA Advisor	\$1,054
Media Club Advisor	\$1,054
Robotics Coordinator	\$1,054
SADD Advisor	\$1,054
Ski Club Advisor	\$1,054
Odyssey of the Mind Coach - MS	\$1,054
Odyssey of the Mind Coach – Alden	\$1,054

CATEGORY – FINE ARTS	
Job Description	Stipend
Band Director – Secondary Schools	\$2,550
Choral Director – Secondary Schools	\$1,941
Band Director – Elementary Schools	\$1,941
Choral Director – Elementary Schools	\$1,941
Drama Director – HS	\$2,550
Drama Assistant Director - HS	\$1,941
Choreographer – HS	\$1,941
Musical Director – HS	\$1,500
Pit Director – HS	\$1,500
Pit Orchestra Musicians – HS (maximum of 3 performances & 3 dress rehearsals)	\$80/event
Accompanist – HS	\$1,200
Sound & Lighting – HS Drama (maximum of 80 hours)	\$25/hour
Stage Crew Advisor – HS	\$1,220
Drama Director – MS	\$1,941
Sound & Lighting On-Call Theater Technician(s)	\$25/hour

CATEGORY – ATHLETICS (GENERAL)	
Job Description	Stipend
Athletic Director (w/release time & reduced teaching assignment)	\$4,618
High School Weight Room Supervisor	\$1,054
Intra/Extramural Activities Coach (30 one (1) hour sessions)	\$1,054
Summer Ath. Coord. (July 1-Fri. before Labor Day)(max. 60 hrs)	\$22.44/hour

CATEGORY – ATHLETICS (FALL SEASON)	
Job Description	Stipend
Head Varsity Soccer Coach – Girls	\$2,958
JV Soccer Coach – Girls	\$2,654

Modified Soccer Coach – Girls	\$2,349
Head Varsity Soccer Coach – Boys	\$2,958
JV Soccer Coach – Boys	\$2,654
Modified Soccer Coach – Boys	\$2,349
Head Varsity Volleyball Coach	\$2,958
JV Volleyball Coach	\$2,654
Modified Volleyball Coach	\$2,349
Head Varsity Cross Country Coach	\$2,958
Assistant Cross Country Coach	\$2,654
Head Varsity Football Coach	\$4,178
Assistant Varsity Football Coach	\$3,264
Modified Football Coach	\$3,264
Cheerleading Coach – Fall	\$2,349

CATEGORY – ATHLETICS (WINTER SEASON)	
Job Description	Stipend
Head Varsity Basketball Coach – Girls	\$4,178
JV Basketball Coach – Girls	\$3,264
Modified Basketball Coach – Girls	\$2,349
Head Varsity Basketball Coach – Boys	\$4,178
JV Basketball Coach – Boys	\$3,264
Modified Basketball Coach – Boys	\$2,349
Cheerleading Coach – Winter	\$2,349
Head Varsity Winter Track Coach	\$4,178
Assistant Winter Track Coach	\$3,264
Varsity Wrestling Coach	\$2,958
JV Wrestling Coach	\$2,654
Modified Wrestling Coach	\$2,349

CATEGORY – ATHLETICS (SPRING SEASON)	
Job Description	Stipend
Head Varsity Softball Coach	\$2,958
JV Softball Coach	\$2,654
Modified Softball Coach	\$2,349
Head Varsity Baseball Coach	\$2,958
JV Baseball Coach	\$2,654
Modified Baseball Coach	\$2,349
Head Varsity Track & Field Coach	\$4,178
Assistant Track & Field Coach	\$3,264
Head Varsity Lacrosse Coach – Girls	\$4,178
Assistant Lacrosse Coach – Girls	\$2,958
Head Varsity Lacrosse Coach – Boys	\$4,178
Assistant Lacrosse Coach – Boys	\$2,958
Head Varsity Tennis Coach	\$2,958
Head Varsity Golf Coach	\$2,958

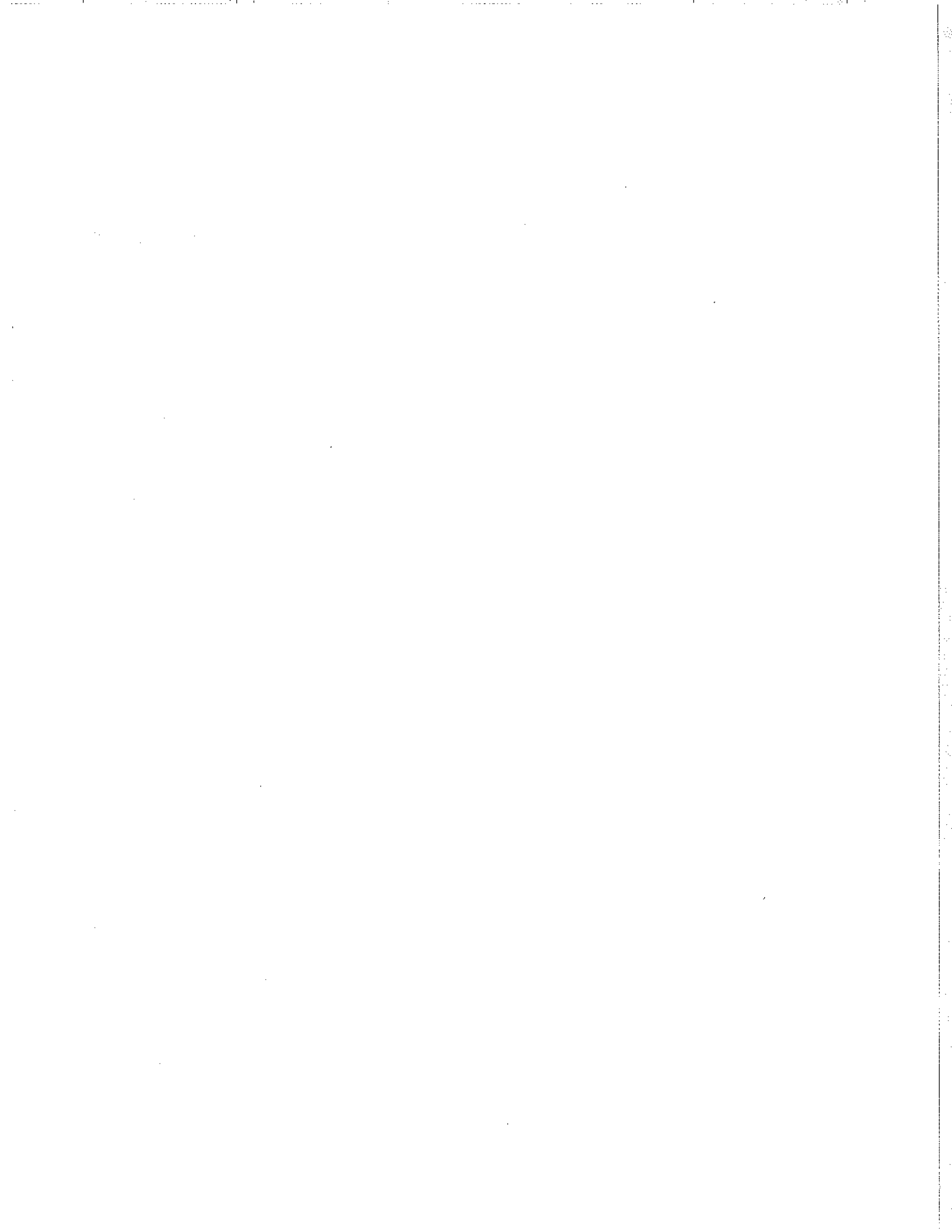
CATEGORY - SUPERVISION	
Job Description	Stipend
AM Bus Supervisor – Secondary (6-12)	\$1,054
AM Bus Supervisor – Elementary (K-5)	\$1,054
PM Bus Supervisor – Secondary (6-12)	\$1,054
PM Bus Supervisor – Elementary (K-5)	\$1,054
Supervisor of Admissions to Athletic Events (Fall & Winter)	\$1,054
Basketball Scorekeeper – Girls	\$54.73/event
Basketball Scorekeeper – Boys	\$54.73/event
Basketball Timekeeper – Girls	\$45.61/event
Basketball Timekeeper - Boys	\$45.61/event
30-Second Clock – Girls Basketball	\$45.61/event
Football, Soccer & Volleyball Chaperone Duties	\$63.84/event
Basketball (Boys & Girls) Chaperone Duties	\$72.98/event
Football Scorekeeper/Timekeeper	\$36.49/event
Dance Chaperone Duties	\$72.98/event

Notes for Chaperoning:

- In the event there is only half-time service or the equivalent of half-time service for chaperoned event for which a stipend is paid, sixty percent (60%) of the agreed upon amount will be paid to the chaperone.
- Teachers who apply for such assignments shall be considered first, but the final assignment shall be made by the Building Principal or his/her designee. In the event that there are not sufficient teachers willing to fill the assignments, other staff members outside of the MTA will be considered for the assignments. Teachers who wish to exchange assignments with other teachers must arrange that exchange through the Building Principal or his/her designee.

General Schedule E Notes:

- The decision regarding which co-curricular/extra-curricular positions will be funded on an annual basis shall remain within the prerogative of the District.
- Teachers will be notified in writing of the assignments listed above by June 15th of the previous school year. Teachers may apply for assignments as per posted timelines and will be notified as to their status for those assignments no later than August 15th. It is expected that an assignment, once accepted, will be honored, regardless of any subsequent desire to do something else.
- Payment for full season non-classroom teaching activities will be made in the next paycheck following the termination of the activity.



SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MILLBROOK CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and **THE MILLBROOK TEACHERS' ASSOCIATION**, hereinafter referred to as "the MTA";

WHEREAS, the District and the MTA are cosignatories to a Collectively Negotiated Agreement effective July 1, 2012 through June 30, 2016; and

WHEREAS, the District and the MTA believe it to be in their mutual interests to modify the first sentence of Article V(E) of the parties' 2012-16 Collectively Negotiated Agreement;

NOW, THEREFORE, the District and the MTA agree as follows:

1. Article V, Section E – **Welfare Benefit Trust** – Delete the first sentence of the first unnumbered paragraph and replace with the following language:

"The District shall contribute the sum of \$1,250 per annum per participating unit member towards a welfare benefit trust administered by the Association; effective July 1, 2013 the District shall contribute the sum of \$1,325 per annum per participating unit member towards a welfare benefit trust administered by the Association; effective July 1, 2014 the District shall contribute the sum of \$1,400 per annum per participating unit member towards a welfare benefit trust administered by the Association; and effective July 1, 2015 the District shall contribute the sum of \$1,475 per annum per participating unit member towards a welfare benefit trust administered by the Association."

2. All other provisions of the parties 2012-16 Collectively Negotiated Agreement not modified by this SMOA shall remain in full force and effect.

SO AGREED, this 17th day of August, 2015, subject to approval by the Board of Education.

THE DISTRICT

BY: 

MR. PHILIP D. D'ANGELO, JR.
SUPERINTENDENT OF SCHOOLS

THE MTA

BY: 

MS. JENNIFER LEGGETT
PRESIDENT, MTA

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MILLBROOK CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and THE MILLBROOK TEACHERS' ASSOCIATION, hereinafter referred to as "the Association";

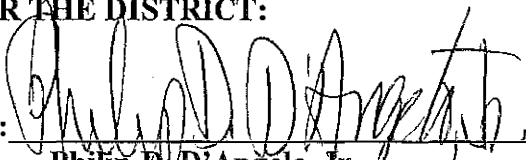
WHEREBY, the parties stipulate and agree as follows for the 2014-2015 school year only that a Special Retirement Incentive Program will be offered to assist in the formulation of the District's 2015-2016 school year budget:

1. The parties are co-signatories to a Collective Bargaining Agreement (hereinafter "CBA") dated July 1, 2012 through June 30, 2016.
2. Article X "Retirement Incentive Program" shall remain in effect, consistent with the Taylor Law, for those unit members who are otherwise eligible for its terms.
3. The parties agree to implement a special retirement incentive program for bargaining unit members who are 55 years of age or older, and who are eligible to, and will retire, in accordance with the rules and regulations of the New York State Teachers' Retirement System.
4. To be eligible for the special retirement incentive program, the effective date of retirement must be June 30, 2015.
5. In order to receive the benefit set forth in paragraph "6" below, an eligible unit member shall submit to the District an irrevocable letter of resignation for the purpose of retirement to receive benefits from the New York State Teachers' Retirement System by no later than 3:00 pm on March 4, 2015. Said letter must specify a retirement effective date of June 30, 2015.
6. The total amount of the special retirement incentive program shall be two thousand dollars (\$2,000), with said payment made on or before November 1, 2015 to the retiree's IRC Section 403 (b) tax sheltered annuity account and such payment shall be made consistent with Article IX of the CBA.
7. The special retirement incentive program shall not be available for any unit member who is retiring during this school year pursuant to Article X of the CBA.
8. For enforcement purposes only, Article VII "Grievance Procedure" shall apply to this Supplemental Memorandum of Agreement.
9. All other terms and conditions as provided for in the July 1, 2012 - June 30, 2016 CBA.
10. The provisions of this Supplemental Memorandum of Agreement shall sunset, becoming null and void in all regards effective June 30, 2015, except for the purposes of enforcement of the provisions set forth hereinabove. The provisions of this Supplemental Memorandum of Agreement may be the subject of future negotiations between the parties.

SO AGREED, THIS 23rd DAY OF FEBRUARY, 2015, SUBJECT TO APPROVAL BY THE BOARD OF EDUCATION.

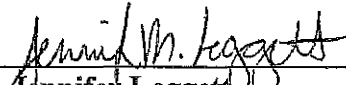
FOR THE DISTRICT:

BY:


Philip D. D'Angelo, Jr.
Superintendent of Schools

FOR THE ASSOCIATION:

BY:


Jennifer Leggett
MTA President

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

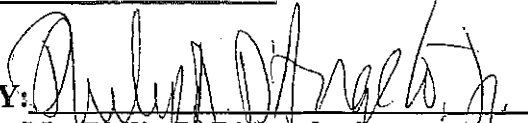
BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MILLBROOK CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and **THE MILLBROOK TEACHERS' ASSOCIATION**, hereinafter referred to as "the MTA";

WHEREBY, the parties agree it is in their mutual interests to enter into the following agreement, as follows:

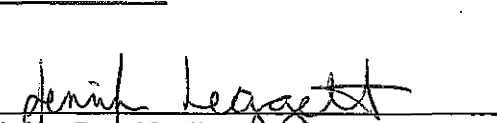
1. Teacher Daniel Haas shall be approved to receive the following compensation for his participation in the practicum training portion of the Wilson Reading Program:
 - a. A stipend of \$1,200, upon submission of proof of completion of participation in the practicum portion of the Wilson Reading Program. The payment to be received hereunder shall be for necessary training and not be added to the unit member's base salary.
 - b. It is expressly understood that the compensation as detailed in paragraph 1(a) above constitutes the sole compensation for participation in the practicum portion of the Wilson Reading Program, including time spent working with students. The stipend will serve as sole compensation for time required outside of regular work hours in order to complete the required practicum; no credits shall be granted for the purposes of movement on the Salary Schedules on account of receipt of said training received.
 - c. By January 16, 2015, the District will require the teacher to submit evidence of the completion of the requirements associated with the Wilson Reading Program student practicum. The teacher will receive payment of the stipend set forth in paragraph "1" above during the next regular pay period following his submission of evidence of completion of the requirements associated with participation in the practicum.
2. This Supplemental Memorandum of Agreement is non-precedent setting and shall sunset, becoming null and void in all regards, effective January 31, 2015.

SO AGREED, this 13th day of January 2015, subject to the approval of the Board of Education.

FOR THE DISTRICT

BY: 
Mr. Philip D. D'Angelo, Jr.
Superintendent of Schools

FOR THE MTA

BY: 
Mrs. Jennifer Leggett
President, MTA

Supplemental Memorandum of Agreement

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MILLBROOK CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and THE MILLBROOK TEACHERS' ASSOCIATION, hereinafter referred to as "the MTA";

WHEREAS, the District and the MTA agree to modify Article VI of the parties' 2012-16 Collectively Negotiated Agreement, by adding the following language within new subparagraph "N" to be entitled "Building and District Leadership and Safety Teams", effective September 1, 2014:

1. Building Leadership Team

Teachers who wish to participate on a Building Leadership Team (BLT) can apply to the principal. There is no limit to the number of teachers who can participate on a BLT. In order to participate on the committee, the teacher must be tenured. The regular term for a teacher on a BLT is three (3) years. When a new BLT is established, there are three levels of terms – one (1), two (2), and three (3) year terms.

2. District Leadership Team

The District Leadership Team (DLT) will consist of two (2) teacher representatives from each school. The President of the MTA will ask for volunteers to participate on the DLT. In order to participate on the committee, the teacher must be tenured. If more than two (2) teachers volunteer for membership from a specific school, the MTA President and Superintendent of Schools will make the final decision on who will represent that school on the DLT. Membership on the DLT will be for three (3) year terms. There is no limit on how long a teacher may be a member on the DLT.

3. Building Safety Team

Teachers can volunteer to participate on the Building Safety Team (BST). In order to participate on the committee, the teacher must be tenured. There is no limit to the number of teachers who can participate on the BST.

4. District Safety Team

The District Safety Team (DST) will consist of two (2) teacher representatives from each school. The President of the MTA will ask for volunteers from the various BSTs to participate on the DST. In order to participate on the committee, the teacher must be tenured. If more than two (2) teachers volunteer for membership from a specific school, the MTA President and Superintendent of Schools will make the final decision on who will represent that school on the DST. Membership on the DLT will be for three (3) year terms. There is no limit on how long a teacher may be a member on the DST.

SO AGREED, this 20th day of October, 2014.

THE DISTRICT

BY: 

Philip D. D'Angelo, Jr.
Superintendent of Schools

THE MTA

BY: 

Jennifer Leggett
President, MTA

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MILLBROOK CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and **THE MILLBROOK TEACHERS' ASSOCIATION**, hereinafter referred to as "the MTA" and **MR. CRAIG S. FRYER**, hereinafter referred to as "the Employee";

WHEREBY, the parties agree it is in their mutual interests to modify the terms of their 2012-16 Collectively Negotiated Agreement on a non-precedent setting basis as follows:

1. Notwithstanding the contractual language in the third bullet under "General Schedule E Notes" on page 45 of the parties' 2012-16 Collectively Negotiated Agreement, the District and the MTA agree to permit Craig S. Fryer, who has been appointed to the Elementary Schools – Band Director stipended position for the 2014-15 school year, to receive payment for said Stipend (in the amount of \$1,941) during the last pay period in December, 2014.
2. In addition, in light of the receipt of said compensation during the last pay period in December, 2014 instead of during the next paycheck following the termination of the activity, the Employee agrees that in the event that if for any reason he does not perform the functions of the Elementary Schools Band Director during the entirety of the 2014-15 school year that he will return to the District the pro-rated portion of the stipend for any such period of time that he ceases performing the duties of the Elementary Schools Band Director.

SO AGREED, this 15th day of December, 2014, subject to approval by the Board of Education.

THE DISTRICT

BY: 

Philip D. DiAngelo, Jr.
Superintendent of Schools

THE MTA

BY: 

Jennifer Leggett
President, MTA

THE EMPLOYEE:

BY: 

Craig S. Fryer

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MILLBROOK CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and **THE MILLBROOK TEACHERS' ASSOCIATION**, hereinafter referred to as "the MTA";

WHEREBY, the parties agree it is in their mutual interests to modify the terms of their 2012-16 Collectively Negotiated Agreement as follows:

1. Co-Curricular/Extra-Class Position Stipends will change effective July 1, 2014 as listed below (with no sunset):
Drama Director – MS: increase stipend from \$1,054 to \$1,941;
Choreographer – HS: increase stipend from \$900 to \$1,941.

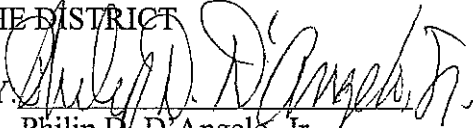
2. New Co-Curricular/Extra-Class Position Stipends will be added effective July 1, 2014 as listed below (with no sunset):
Middle School Club: stipend of \$886;
Soccer Chaperone Duties: stipend of \$63.84/event (on an as needed basis);

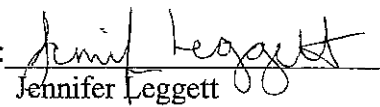
3. Modify by replacing "Writing Coordinator, K-5, w/no release time*" with the following options (with no sunset):
One (1) **Literacy Coordinator K-5** (w/no release time) at a stipend of \$3,769
or
Two (2) Literacy Coordinators:
 - (First position of two (2)) **Literacy Coordinator K-2** (w/no release time) at a stipend of \$1,885
&
 - (Second position of two (2)) **Literacy Coordinator 3-5** (w/no release time) at a stipend of \$1,885.

4. Modify by replacing "Mathematics Coordinator, K-5, w/no release time*" with the following options (with no sunset):
One (1) **Mathematics Coordinator K-5** (w/no release time) at a stipend of \$3,769
or
Two (2) Mathematics Coordinators:
 - (First position of two (2)) **Mathematics Coordinator K-2** (w/no release time) at a stipend of \$1,885
&
 - (Second position of two (2)) **Mathematics Coordinator 3-5** (w/no release time) at a stipend of \$1,885.

5. In addition, the parties agree to remove the sunset clause from the Pit Orchestra Musician SMOA dated March 24, 2014 and to incorporate the terms thereof into the Co-Curricular/ Extra-Class Position Stipends Schedule contained within the parties' 2012-16 Collectively Negotiated Agreement.

SO AGREED, this 20th day of October, 2014, subject to approval by the Board of Education.

THE DISTRICT
BY: 
Philip D. D'Angelo, Jr.
Superintendent of Schools

THE MTA
BY: 
Jennifer Leggett
President, MTA

