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Contract Database Metadata Elements

Title: **Cornwall Central School District and Cornwall Para-Professional Association (2006) (MOA)**

Employer Name: **Cornwall Central School District**

Union: **Cornwall Para-Professional Association**

Effective Date: **07/01/06**

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7/1/06 - 6/30/12

Dated: January 25, 2010

MEMORANDUM OF AGREEMENT

**BY AND BETWEEN THE
CORNWALL CENTRAL SCHOOL DISTRICT
AND THE
CORNWALL PARA-PROFESSIONAL ASSOCIATION**

The Cornwall Central School District ("District") and the Cornwall Para-Professional Association ("Association") hereby enter into this Memorandum of Agreement ("Memorandum") in complete and final settlement of all issues proposed and negotiated for the contract extension negotiations to the July 1, 2003- June 30, 2006 collective bargaining agreement ("2003-2006 CBA"). This Memorandum shall not become effective unless and until it is approved by the District's Board of Education ("Board") and ratified by the membership of the Association.

All provisions of the 2003-2006 CBA as amended shall be continued and updated as necessary unless specifically amended by this Memorandum.

1. Article 2 - Recognition - shall be revised to delete the word "in" and replace it with the phrase "for the" in the first sentence. The phrase "and monitors" shall be added to the first sentence after the phrase "library clerks". Additionally, the following sentence will be added as an additional section:

"The specific provisions applicable to the title of monitor is noted in each article/section. If it is not noted, the entire article applies as written."

2. Article 3 - Dues Deduction - shall be revised to delete the word "moneys" and replace it with the word "monies". In section 1(b), the words "fitted" and "therefore" shall be deleted. In section 4, the phrase "for the Associations named in Section 1 above" shall be deleted. In section 6, the word "shop" shall be replaced with the word "fee" and the phrase "the first" shall be deleted. Section 5 shall be amended to provide as follows:

"During the work year, dues deduction cards received by the Union for new Association members shall be forwarded to the Assistant Superintendent for Business. The District shall commence deductions for such employees within two (2) pay periods following receipt of the cards."

A new section 7 shall be added as follows:

"7. Vote/Cope Deductions - The members of the Association will be eligible to designate on a suitable form the amount of money that they wish to

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deduct from their wages for the purposes of Association and affiliate organizations' Vote/Cope contributions. The District will deduct such authorized amounts from each regular paycheck and transfer those amounts to the Association on a monthly basis."

3. Article 4 - Grievance Procedure - shall be revised to delete the word "thereof" from Stage Three (b).

4. Article 5 - Association Rights - the second and third sentences of section "3" shall be revised to read as follows:

"... The equipment is to be used on school property for legal Association activities and the Association provides its own materials. In addition, the Association shall assume full responsibility for any repairs necessitated by negligent use of this equipment and shall reimburse the District for same."

5. Article 6 - Leaves of Absences - Section 2(e) shall be revised to substitute the phrase "Section 4" for the number "4". A new section 2(f) shall be added to provide:

"f. The unit member's personal leave request form will be returned to the member prior to the day of the personal leave so long as the request was submitted in a timely fashion."

A new section 2(g) shall be added to provide:

"g. Monitors are not eligible for personal leave."

Section 5 shall be amended by substituting the word "new" for the word "newly".

Section 7 shall be amended to provide as follows:

"Return from Leaves of Absence: Upon return from an approved leave of absence, the terms of which were fulfilled, a unit member shall be returned to his/her tenure area. If the unit member does not serve in a tenure area, he/she shall be returned to the same job title."

6. Article 7 - Fringe Benefits - The following sentence shall be added to section 1:

"Monitors are not eligible to participate in the District's health insurance plan as an active or retired member."

Section 2 shall be amended to substitute "75-I" for "57(I) and the word "applicable" for the word "appropriate". The following paragraph shall also be added to section 2:

“Upon the death of a retiree, the spouse of that retiree shall continue health insurance coverage through the District subject to the rules and requirements of the insurance carrier. The spouse shall be responsible for the full amount of the premium cost of the plan.”

The paragraph regarding the 125 plan shall be designated as section 3.

7. Article 8 - Working Hours and Work Year - Section 1 shall be amended to provide as follows:

“a. The contract salary for all full-time teaching assistants, teacher aides, greeter/aides, and library clerks are set forth in Appendix A and is based on six (6) hours per day.

....

d. The salary scale for monitors is set forth in Appendix A.

e. Monitors on a regular schedule will be paid for snow days.”

8. Article 9 - Working Conditions and Rights - shall be amended to delete the word “thereby” from section 3(b). In sections 4 and 5, substitute the phrase “unit members” for “teaching assistants”. In section 6, add the word “and” before the word “high” in the second sentence.

9. Article 10 - Salary and Other Compensations - Section 5 from Article 12 will be moved to Article 10.

10. Article 11 - Evaluation - Section 6 shall be deleted.

11. Article 10 - Salary and Other Compensations -

- Section “1” shall be amended as follows: New salary schedules for 2009-2010, 2010-2011, and 2011-2012 are attached hereto and shall be attached to a new collective bargaining agreement. The following new language shall be added: “The 2009-2010 salary schedule represents implementation of a true 20 step salary schedule. In other words, once a member reaches Step 20 they are no longer eligible for payment of step or increment. This new provision shall not apply to members represented on Appendix “A” representing members who as of July 1, 2012 are at or above Step 20. These listed members are grandfathered and shall continue to receive an annual step or increment equal to \$425 (for Teaching Assistants) or \$415 (for Greeters and Aides) until the end of this Agreement which is June 30, 2012 even though they are above Step 20. As of June 30, 2012 the grandfathering shall cease and such members shall no longer be eligible for

annual step or increment. They shall only be eligible for any increase to the salary schedule.”

- Members who were employed during the 2006-2007 school year shall receive a signing bonus of \$200 which shall not be added to their base salary. Members who were employed during the 2007-2008 school year shall receive a signing bonus of \$200 which shall not be added to their base salary. Members who were employed during the 2008-2009 school year shall receive a signing bonus of \$200 which shall not be added to their base salary. A member employed for more than one of the above years shall receive a signing bonus for each year. For example, a member who has been employed for all three years shall receive a signing bonus of \$600.

-Monitors are eligible for the above signing bonus. New salary schedules for 2009-2010, 2010-2011, and 2011-2012 are attached hereto and shall be incorporated into a new agreement.

- Section “3” shall be amended as follows: Effective and retroactive to July 1, 2009, the longevity payment for 12 years of service shall be \$1,300 and the longevity payment for 17 years of service shall be \$2,530. Effective July 1, 2010, the longevity payment for 12 years of service shall be \$1,400 and the longevity payment for 17 years of service shall be \$2,630.

- Section “5” shall be amended to change the stipend to \$45 effective July 1, 2009.

- Section “6” shall be amended to change the method of course credit compensation to coincide with the method by which teachers are so compensated. This change shall be prospective following approval of the Memorandum of Agreement by the Board of Education. This change only applies to the method of calculation and not the rates of compensation. Therefore, effective upon ratification of this MOA, Section 6 shall be amended to read as follows:

“6. In-Service Courses/College Courses -

A. Paraprofessionals may be considered for compensation for in-service courses that are sponsored or sanctioned by the District and which are relevant to the employee’s area of instruction. These courses must have the Superintendent’s prior approval. Currently this process requires submission through the “www.mylearningplan.com” system. Paraprofessionals shall be guaranteed at least three (3) spots in appropriate courses sponsored and/or sanctioned by the District for eligible employees.

B. Prior to payment for completed in-service, employees shall meet with their building principal to demonstrate the value of the in-service course as it relates to student education. Such demonstration may include, but is not limited to, a demonstration lesson, presentation to a colleague(s), discussion with an administrator, skill application, or review of course materials.

C. Paraprofessionals will be compensated fifty-two dollars (\$52) for each in-service credit earned. One in-service credit is equal to an eight (8) hour course. Credits may also be awarded in one-half increments. Thus, for example, a four (4) hour course is equal to one-half credit, a twelve (12) hour course is equal to one and one-half credits. Compensation for such partial credits will be prorated.

D. College courses will be compensated at the rate of one hundred dollars (\$100) per course. A course is defined as a minimum of eight (8) hours of instruction or credits prescribed by an accredited college. College courses are subject to the same prior approval by the Superintendent as are in-service courses.

F. Requests for payment must be given to the District office before October 31st for courses completed prior to September 1st each year in order to be eligible for payment that year. Appropriate documentation must accompany the request for payment.

- Retroactive payments of salary, longevity, and signing bonuses shall only be made to members who are employed as of the date the Board of Education ratifies this Memorandum of Agreement or who retired between July 1, 2006 and the date the Board of Education ratifies this Memorandum of Agreement. No other provisions of this agreement requiring any payment are retroactive.

12. Article 12(6) - This provision is deleted effective December 31, 2009. Unit members who made entries into the referenced log book prior to December 31, 2009 for time during the 2009-2010 school year shall be paid for said entries according to the previously existing terms.
13. Article 7(1) (Dental and eyeglass plans) - The amount contributed per full time unit member in this provision shall be changed to \$750 effective July 1, 2009 and \$850 effective July 1, 2010.
14. Article 13 (Duration) - Amended to provide for a new term of July 1, 2006 through June 30, 2012.


15. Retirement Incentive - The parties agree to a one time retirement incentive as follows which shall not be included in the new collective bargaining agreement. The School District agrees to pay to any member of the bargaining unit who retires meeting the following conditions the sum of \$2500.00. This incentive payment is in addition to and not in lieu of the retirement benefit contained in Article 7(2). To be eligible for this retirement incentive, a member must satisfy the following conditions:

1. Must be eligible to retire in accordance with the provisions of the New York State Teachers Retirement System or Employees Retirement System as my apply;
2. Must have at least ten years of service to the School District;
3. Must submit their irrevocable letter of resignation for the purpose or retirement to the Superintendent of Schools no later than March 5, 2010; and,
4. The date of retirement must be June 30, 2010 or earlier.

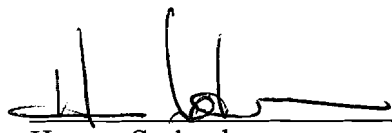
15. Update dates and other language in the collective bargaining agreement as appropriate and mutually agreed.

DATED: January 25, 2010

FOR THE DISTRICT



Timothy Rehn
Superintendent of Schools

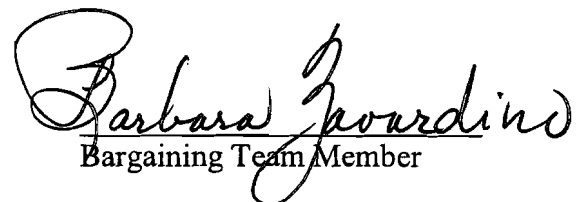


Harvey Sotland
Assistant Superintendent for Business

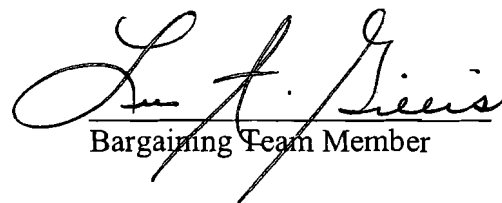
FOR THE ASSOCIATION



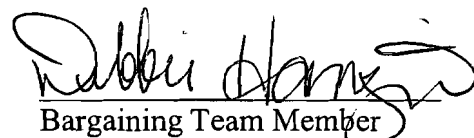
M. Colette Fallon
President



Barbara Zourdino
Bargaining Team Member



L. F. Greis
Bargaining Team Member



Rabbi Horowitz
Bargaining Team Member

Adopted by BOE 2/8/10

APPENDIX "A"

Chrystal Baxter
Joanne Geiser
Patricia Gilmore
Marie-Elise Pearson
Monica Soule
Helen Velez
Marie-Elena Westbrook
Jean Wright
Patricia Grabe
Linda Gilmore
Susan Short
Barbara Eastwood
Judy Holbrook
Catherine Halpin

Cornwall Central School District
Para-Professionals: Salary Schedules

Teaching Assistants

	2005-06 (Base Yr)	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
STEP							
1	16,535	16,535	16,535	16,535	18,500	18,731	18,965
2	16,960	16,960	16,960	16,960	18,925	19,156	19,396
3	17,385	17,385	17,385	17,385	19,350	19,581	19,826
4	18,125	18,125	18,125	18,125	19,775	20,006	20,256
5	18,550	18,550	18,550	18,550	20,200	20,431	20,687
6	18,975	18,975	18,975	18,975	20,625	20,856	21,117
7	19,400	19,400	19,400	19,400	21,050	21,281	21,547
8	19,825	19,825	19,825	19,825	21,475	21,706	21,978
9	20,250	20,250	20,250	20,250	21,900	22,131	22,408
10	20,675	20,675	20,675	20,675	22,325	22,556	22,838
11	21,100	21,100	21,100	21,100	22,750	22,981	23,269
12	21,525	21,525	21,525	21,525	23,175	23,406	23,699
13	21,950	21,950	21,950	21,950	23,600	23,831	24,129
14	22,375	22,375	22,375	22,375	24,025	24,256	24,559
15	22,800	22,800	22,800	22,800	24,450	24,681	24,990
16	23,225	23,225	23,225	23,225	24,875	25,106	25,420
17	23,650	23,650	23,650	23,650	25,300	25,531	25,850
18	24,075	24,075	24,075	24,075	25,725	25,956	26,281
19	24,500	24,500	24,500	24,500	26,150	26,381	26,711
20	24,925	24,925	24,925	24,925	26,575	26,806	27,141

Step = 425 425 425 425 425 425 425

Note: Step 20 is the top step.

Library Clerks/Aides

	2005-06 (Base Yr)	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
STEP							
1	12,284	12,284	12,284	12,284	14,250	14,428	14,608
2	12,799	12,799	12,799	12,799	14,665	14,848	15,034
3	13,214	13,214	13,214	13,214	15,080	15,269	15,459
4	13,629	13,629	13,629	13,629	15,495	15,689	15,885
5	14,044	14,044	14,044	14,044	15,910	16,109	16,310
6	14,459	14,459	14,459	14,459	16,325	16,529	16,736
7	14,874	14,874	14,874	14,874	16,740	16,949	17,161
8	15,289	15,289	15,289	15,289	17,155	17,369	17,587
9	15,704	15,704	15,704	15,704	17,570	17,790	18,012
10	16,119	16,119	16,119	16,119	17,985	18,210	18,437
11	16,534	16,534	16,534	16,534	18,400	18,630	18,863
12	16,949	16,949	16,949	16,949	18,815	19,050	19,288
13	17,364	17,364	17,364	17,364	19,230	19,470	19,714
14	17,779	17,779	17,779	17,779	19,645	19,891	20,139
15	18,194	18,194	18,194	18,194	20,060	20,311	20,565
16	18,609	18,609	18,609	18,609	20,475	20,731	20,990
17	19,024	19,024	19,024	19,024	20,890	21,151	21,416
18	19,439	19,439	19,439	19,439	21,305	21,571	21,841
19	19,854	19,854	19,854	19,854	21,720	21,992	22,266
20	20,269	20,269	20,269	20,269	22,135	22,412	22,692

Step = 415 415 415 415 415 415 415

Note: Step 20 is the top step.

Greeters

	2005-06 (Base Yr)	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
STEP							
1	11,465	11,465	11,465	11,465	12,500	12,656	12,814
2	11,880	11,880	11,880	11,880	12,915	13,076	13,240
3	12,295	12,295	12,295	12,295	13,330	13,497	13,665
4	12,710	12,710	12,710	12,710	13,745	13,917	14,091
5	13,125	13,125	13,125	13,125	14,160	14,337	14,516
6	13,540	13,540	13,540	13,540	14,575	14,757	14,942
7	13,955	13,955	13,955	13,955	14,990	15,177	15,367
8	14,370	14,370	14,370	14,370	15,405	15,598	15,793
9	14,785	14,785	14,785	14,785	15,820	16,018	16,218
10	15,200	15,200	15,200	15,200	16,235	16,438	16,643
11	15,615	15,615	15,615	15,615	16,650	16,858	17,069
12	16,030	16,030	16,030	16,030	17,065	17,278	17,494
13	16,445	16,445	16,445	16,445	17,480	17,699	17,920
14	16,860	16,860	16,860	16,860	17,895	18,119	18,345
15	17,275	17,275	17,275	17,275	18,310	18,539	18,771
16	17,690	17,690	17,690	17,690	18,725	18,959	19,196
17	18,105	18,105	18,105	18,105	19,140	19,379	19,621
18	18,520	18,520	18,520	18,520	19,555	19,799	20,047
19	18,935	18,935	18,935	18,935	19,970	20,220	20,472
20	19,350	19,350	19,350	19,350	20,385	20,640	20,898

Step = 415 415 415 415 415 415 415

Note: Step 20 is the top step.

Cornwall Central School District
 Para-Professionals -- Monitor Salary Schedule

Year 1	2006-07	2007-08	2008-09	2009-10	2010-2011	2011-2012
1	7.25	7.25	7.25	7.75	7.85	7.95
2	7.75	7.75	7.75	8.25	8.35	8.45
3	8.25	8.25	8.25	8.75	8.85	8.95
4	11.00	11.00	11.00	11.00	11.00	11.00
5-8	11.50	11.50	11.50	11.50	11.75	12.00
9-12	12.00	12.00	12.00	12.00	12.25	12.50
13+	12.50	12.50	12.50	12.50	12.75	13.00