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Contract Database Metadata Elements

Title: **Marion Central School District and Marion Teachers Association (2008)**

Employer Name: **Marion Central School District**

Union: **Marion Teachers Association**

Effective Date: **07/01/08**

Expiration Date: **06/30/11**

PERB ID Number: **5564**

Unit Size:

Number of Pages: **30**

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Marion Central School District
Marion, New York 14505

Employment Contract

Between

Superintendent of Schools

and

Marion Teachers Association

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

MAY 19 2009

ADMINISTRATION

7/1
2008-2009.....2009-2010.....2010-2011
6/30

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Preamble

In order to effectuate and honor the provision of Chapter 392 of the Laws of 1967 (the Public Employee's Fair Employment Act, or "Taylor Law"), to encourage and increase effective and harmonious working relationships between the Marion Central School District and the professional employees of the school district represented by the Marion Teachers Association, and so that the cause of public education may best be served in the District, this agreement is made and entered into by and between the Superintendent of The Marion Central School District and the Marion Teachers Association.

Article I - Recognition

- A. The Marion Central School District #1 hereby recognizes the Marion Teachers Association as the exclusive representative of all certified teachers, long-term substitutes, school counselors, building substitutes and librarians with the exception of the administration, social workers, psychologists, teaching assistants and per diem substitutes.
- B. The Association agrees to continue to admit new teaching personnel to membership without discrimination on the basis of race, creed, color, nationality, sex or marital status.
- C. The District agrees to deduct from the salaries of employees, annual dues for the Marion Teachers Association, or the Wayne County Teachers Association, or any one or any combination of such associations as a teacher may elect. Deductions shall be made under the following conditions:
 - 1. Deductions shall be made in twenty-one (21) equal installments beginning with the first payroll in September. The Association shall certify to the Superintendent (or his/her designated agent) the amount of dues currently being levied by the named associations, and, at least two weeks in advance of the effective date for dues deductions to begin, shall provide the Business Office with a certified schedule and dues deductions authorizations of employees participating in the plan and the amount of dues to be deducted on behalf of each individual.
 - 2. Following each pay period in which deductions have been made, the Business Office shall transmit to the Marion Teachers Association a check for the dues withheld. A list of covered teachers shall be transmitted for the first three payroll periods, and any changes thereafter.
 - 3. 21/26 PAYCHECK OPTION. Each teacher may elect to receive 21 or 26 paychecks each year. Normally this selection will be made at the time the teacher signs the salary agreement. Teachers selecting the 26-paycheck plan will receive the amount of money due from paychecks 22 through 26 with their last regular paycheck.
- D. Voluntary payroll deductions will be permitted for NYSUT Benefit Trust, 403b's, other tax shelters, NYSUT VOTE/COPE and Flexible Spending Account (FSA). The opportunity to participate in these programs will be granted to all members. Deductions will be permitted for any legal deductions allowed under FSA by the IRS.

Article II - Definitions

- A. As used in this agreement, the term “teacher” shall identify any member of the staff of Marion Central School District eligible for membership in the negotiating unit described in Article I.
- B. As used in this agreement, the term “Board” shall identify the Board of Education of Marion Central School.
- C. The Superintendent shall be deemed to be the “Chief Executive Officer” of Marion Central School.
- D. “School Year” shall be defined as the period from July 1 through June 30 of the next calendar year.
- E. “Teaching Year” shall be defined as the period from the opening date of school in September through the closing date in June of the next year, as set forth in the school calendar.
- F. “Commissioner” shall be defined as the New York State Commissioner of Education.
- G. “School Day” shall be defined as the time during which teachers are required to be in school each day.
- H. “Past Practices” shall be defined as those policies and practices applicable to terms and conditions of employment in effect at the date of this agreement.
- I. “Retire,” “Retired,” “Retiree,” or “Retirement” shall refer to membership status with the New York State Retirement System.
- J. “Long Term Substitute” shall be defined as any person who has been appointed as a substitute for a teacher for at least one semester or its equivalent, or whose initial appointment for less than one semester is extended to at least one semester or its equivalent. A person who becomes a long-term substitute by the extension of an initial appointment of less than one semester shall become a unit member and eligible for the terms and conditions of this agreement from the date the appointment is extended to a semester or more.

Article III – Negotiations Procedures

- A. It is agreed that the sole business of all negotiations sessions shall be that of negotiating an agreement.
- B. It is agreed that the terms and conditions of this contract may be altered by mutual agreement in writing between the parties.
- C. The representatives chosen to act as negotiators from each group will have authority to make and receive proposals, to exchange pertinent data and opinions, to make and enter into memoranda of agreement, and otherwise to engage in the business of collective negotiations. The final instrument resulting from such negotiations shall require ratification by the Board and the members of the Marion Teachers Association. However, such requirement of ratification shall not impede efforts to arrive at agreement between the Superintendent and the Association prior to formal submission of agreement for ratification.

- D. Neither party in negotiations, grievance procedures or other sessions shall have control over the selection of the representatives of the other party, and each party may select its representatives from within or from outside the school district.
- E. Either party may have present at any negotiations session those advisors, which the party feels are necessary to assist in negotiating, but such advisors shall be and shall remain in an advisory capacity. The expense of such consultants shall be borne by the party requesting them.
- F. The Board recognizes that the representatives of the Association are serving as spokespersons for their group and not as individuals. They shall be treated as equals at the bargaining table and there shall be no reprisals against any Association member for their part in negotiations.
- G. No later than January 10 of the year in which the contract expires, either party may notify the other, by written notice to the Superintendent or President of the Association respectively, of its intent to negotiate all or part of this contract for the ensuing year. In the event that neither party formally requests negotiations, negotiations shall not be held and this contract shall be deemed to be renewed for the succeeding year. The first negotiations session shall be held at a mutually convenient time after the delivery of notice of intent to negotiate, and it is agreed that informal negotiation procedures will be followed after mutual agreement by all parties concerned.
- H. To preserve the security of negotiations while they are in process, all negotiations meetings shall be held in executive session. Discussions and outcomes of negotiations sessions shall be private between the parties represented by the negotiators up to and until impasse is declared jointly or by either party.

Article IV – Grievance Procedure

- A. A grievance is a claim by the Association that there has been a violation, misinterpretation or inequitable application of any provision of this agreement.
- B. A grievance must be instituted in writing within thirty (30) school days of the event or occurrence-giving rise to the claim of grievance.
- C. Time limits expressed in this Article as school days will be counted in business days during the summer recess. Either party may request that the other party consent to a reasonable extension of any time limit before it expires. This consent shall not be unreasonably withheld.
- D. Prior to any written stage of the grievance procedure the Association representatives may first discuss the issue informally with the appropriate member of the Administration in an attempt to resolve the issue prior to any writing.
- E. If the grievance is not resolved within five (5) school days, it shall be presented to the Superintendent.
- F. If the grievance is not resolved by the Superintendent within ten (10) school days thereafter, it shall be submitted to binding arbitration.

- G. The arbitrator may be selected by mutual agreement of the parties. Failing mutual agreement, the Association shall file a demand for arbitration with the American Arbitration Association.
- H. The cost of arbitration will be borne equally by the parties.

Article V – Advisory Committees

- A. The District and the Marion Teachers Association both agree that shared decision-making is a joint planning and problem-solving process that seeks to improve the quality of education. This process entails the sharing of power, authority and responsibility among stakeholders.

Decisions regarding the number of teacher representatives on building-level and/or district wide shared decision-making committees will be determined as follows:

1. Teacher representatives shall be determined by the Marion Teachers Association.
2. Teacher representatives shall serve at the pleasure of the elected leadership of the Marion Teachers Association.

The District and the Marion Teachers Association agree that training for committee members is a requirement and is also an on-going necessity. In the spirit of shared decision-making, the Marion Teachers Association will be involved in the development of the training as it pertains to the teacher members of the committees.

The district will pay the BOCES hourly rate per hour for work performed by teachers for approved work during recesses, including workshops, CSE meetings, hearings, curriculum development and staff development.

- B. Members of the Association shall be part of the interviewing process prior to the recommendation for employment of teacher assistants, teachers and administrators. All Association members involved in this process will be selected by the Marion Teachers Association.

Article VI – Professional Development, Academic Freedom

- A. Conference Attendance

Teachers may, after approval by the Superintendent, attend or take part in local conferences and professional meetings, state conferences and in-service training programs. Teachers shall be reimbursed for prior approved expenses upon submission of an itemized account. National conferences may be approved in lieu of state conferences, with reimbursement limited to an amount commensurate with the cost of state conferences. Every effort shall be made to apportion budgeted amounts for conferences equitably among teachers seeking conference approval. A written reason shall be given for denial.

- B. Academic and Personal Freedom – Teachers will be entitled to full rights of citizenship and there will be no discrimination against any teacher’s rights as the result of the teacher’s political or religious activities, provided such activities do not take place during working hours.

C. Visitation Day – Teachers may, after approval of the Superintendent, have one visitation day per year. Requests for expenses may be submitted for approval by the District.

D. Superintendent Conference Days

The Curriculum and Instruction Council shall consult with the Superintendent to discuss and mutually plan what workshops/speakers/seminars/etc., will be designated for conference days. The final approval of all agendas developed by the Council shall be by mutual consent of both the superintendent and MTA President. Except for customary pre-opening orientation activities, all conference days shall be available for meeting State mandates for in- service professional development.

Article VII – Teacher Employment, Assignment, Transfer and Vacancy

A. Teacher Employment

Credit for prior teaching experience may be mutually agreed upon by the teacher and the superintendent at the time of the first appointment with the intent of granting credit for service based on qualifications. Where teachers have had additional experience in a directly related non-teaching field, credit for such non-teaching experience may be granted. Such credited experience shall be added to the years of service in Marion in placing and maintaining the teacher on the proper step of the salary schedule.

B. Teacher Assignment

1. Teacher Assignment – All teachers will be informed in writing of general teaching programs and assignments including grade level(s) and subjects by grade level, for the coming school year, by June 1st. If in exceptional cases a teacher's assignment will not be finalized by June 1st, the teacher will be notified by June 1st or as soon as possible with an explanation. After consulting with the teacher involved and if requested, with a MTA representative, the Superintendent or his/her designee shall reserve the flexibility to change the teacher's schedule after June 1st if the need develops. The teacher will be notified as soon as any change is made. At that time, the rationale of the change will be explained and the teacher will be allowed to requisition any materials necessary due to the change. Should there be an alternative to this change, the teacher involved will have the opportunity to consult with appropriate administrators. Should a teacher assignment be changed involuntarily after August 15th the teacher will receive the equivalent of three days pay at the BOCES hourly curriculum rate to compensate for the late assignment change and facilitate preparation for the new assignment. The teacher may schedule the three additional preparation days in any manner he/she determines is the most efficient use of his/her time.

2. Tentative schedule of classes and class lists will be made available by August 15th.

C. Involuntary Transfers

1. Transfers or reassignment contrary to a teacher's wishes shall not be made arbitrarily or capriciously. At the teacher's request, a written rationale for the transfer or reassignment will be provided.

2. Before any teacher is transferred or reassigned, the Superintendent, Building Level Administrator or his/her designee will notify said teacher of the proposed action. The teacher may request a meeting with the Superintendent or his/her designee to discuss the proposed transfer. This meeting shall occur as soon as reasonably possible. The teacher may have the Marion Teachers Association President or the Building Representative present at this meeting.
3. Any teacher being transferred or reassigned shall be entitled to know of any positions available in his/her tenure area. The teacher may request such a position as a voluntary transfer.

D. Vacancies

1. All vacancies or newly created positions will be available by application, to present employees. These vacancies shall be posted simultaneously with the public announcement of the vacancy. All teachers wishing to be notified, in writing, by the District of specific vacancies or newly created positions shall notify the District Office in writing. The Association President shall receive a copy of all postings simultaneously with the public posting. The District shall give or mail such teachers a copy of the posting simultaneously with the public posting. All announcements will state the description and qualifications for the position. Duties and salaries may be discussed with the Superintendent or designee.
2. Teachers desiring to apply for such vacancies shall submit their application in writing to the Superintendent or designee within ten (10) days after announcement of the vacancy. Written acknowledgement of the application shall be forwarded to the applicant within ten (10) days after the Superintendent receives the application. All applicants shall be promptly informed in writing when the vacancy is filled.
3. Qualified teachers within the system, full- or part-time (not substitutes), applying for any vacancy shall be given equal consideration with other applicants. The district teacher will be given preference for such vacancies, provided such teacher's qualifications (as defined in the District's posting of the position) are equal to or superior to the qualifications of external applicants. If asked the administrator responsible for making the decision will give specific reasons in writing.

E. Staff changes – All proposed staff changes will be provided to the MTA President, prior to any final determination and release of the information to the general public and MTA unit members. This will provide an opportunity to suggest possible alternatives and other suggestions if such are available. Staff changes under this article would include 1) full and part-time teachers retiring and no replacement being considered, 2) elimination of full or part-time teachers from an active position, 3) reducing class load, 4) involuntary change of teaching assignments, 5) hiring of new staff for a given subject area, and 6) opening of a new position.

F. The District agrees to provide assistance to a teacher or unit member who is making a physical move from one classroom to another classroom by providing the services of the custodial staff to move equipment, materials, boxes, and where appropriate, furniture. The individual who is to move must make the request for assistance reasonably in advance of the actual move. The request will be made in writing to the Building Principal.

In cases where the physical move occurs after the last day of school in June and before the start of school in September, and where the move has been directed by the District, the individual making the move has the option to request additional compensation. In such cases, the individual will meet with the Building Principal in advance to agree upon the number of hours required. Compensation will be paid at the BOCES hourly rate. Any disagreement will be referred to the Superintendent and MTA President for adjudication.

Article VIII – Teaching Facilities

The District will provide a safe and orderly environment with adequate teaching facilities in each building, including a comfortable faculty lounge and a workroom or resource center where teachers may prepare materials, plan lessons, do research, or other professional activities. The teaching environment, including all facets of the building and equipment, will be kept in safe repair. When a safety concern is reported by a faculty member to appropriate officials, the District will promptly investigate and take appropriate action to achieve a safe condition where any hazard exists.

The teacher representative to the District’s health and safety committee shall be designated by the Marion Teachers Association.

Article IX – Teaching Hours, Seniority, Teaching Load

A. Teaching Hours

- 1. Teachers assigned to the Elementary School shall be required to be on duty an average of 7.5 hours daily during hours established by the administration.

Teachers assigned to the Junior/Senior High shall be required to be on duty an average of 7.55 hours daily, per 5-day cycle, during hours established by the administration. The teacher’s day will start no later than 5 minutes before the first period time.

Teachers will be present during regular school hours, but may leave the building during unassigned time. All teachers will be allowed flexibility on an incidental basis to arrive late, depart early, or leave during assigned time for compelling reasons, provided they cover their responsibilities (including make-up time when appropriate), and the building principal is informed and consents. The building principal’s consent will not be unreasonably withheld. Teachers will be required to sign in and out of the office so that they can be contacted in case of phone calls or messages.

By agreement among the District, the teacher, and the Association, the teacher’s work schedule may start and end at times other than the standard teacher work schedule as long as teaching hours and teaching load conform to the contractual standard. Such agreement shall not be unreasonably withheld.

- 2. Every teacher shall be entitled to a 30-minute, duty-free lunch and at least one duty free period (at the elementary level) for personal professional preparation and planning during each school day. The duty free period for personal professional preparation shall be of at least 30 minutes duration on a daily basis and shall average at least 40 minutes per day in a regular five-day

workweek. The duty free period for personal preparation and planning shall be adhered to when administrators schedule required attendance at various building committee and grade level meetings. This will not preclude voluntary attendance at other meetings schedule by various groups of teachers. The Elementary School Principal shall meet with MTA building-level representatives to establish, schedule, and review standing committee meetings to avoid conflicts with duty free periods. Participation on building committees is voluntary.

3. a. Faculty meetings, meetings of special committees or other meetings requiring attendance of teachers beyond the prescribed teaching hours shall be limited to an average of one (1) per month. Every attempt shall be made to limit the duration of such meetings to one and one-half hours. An effort shall also be made to schedule faculty meetings on days that do not precede a vacation or weekend. A list of faculty meetings will be indicated in the faculty handbook. Every teacher is expected to attend meetings unless excused by the building principal. Meetings for conducting Association affairs may be called by the Association following any of the above meetings.

Due to the importance of professional development, the teachers must be in attendance for the extended Wednesday meetings. Scheduling of extra-curricular activities will be coordinated in such a way as to allow teachers to attend these extended meetings.

- b. On alternating months on non-extended Wednesdays, curriculum-related faculty meetings will be scheduled and held in each building. The intent here is to eliminate one “regular” faculty meeting during school hours with the expectation that necessary general information will be disseminated to faculty via memorandum and/or email. Regular faculty meetings will still be held on an as-needed basis when dialogue is needed to address important building-level issues.
4. Teachers will be required to attend the annual parent-teacher conference(s), as scheduled on the district calendar. Individual parent-teacher conferences may be scheduled at other times during the year by parent or teacher request and scheduled after mutual agreement of both the parent and the teacher.
 5. The normal work week shall extend from Monday through Friday. Any requirement that a teacher be on duty on days other than those days shall be by agreement with the teacher unless such an activity has been identified as part of that teacher’s duties as a grade-level advisor.
 6. The work year for members of the bargaining unit shall be no more than 185 work days.
 7. Parent Teacher Conferences – The MTA building representatives and the building level administrators will mutually develop a model for the parent-teacher conference program and the preparation time necessary for its successful implementation. The goal is to conference with as many parents as possible. The model shall include the following:
 - a. The model will be explained at a monthly faculty meeting.
 - b. No model/plan will be allowed to violate this agreement.
 - c. An administrator will be in the building for all conferences that are scheduled during annual conference days.

- d. All elementary teachers shall schedule parent teacher conferences, requested either by the teacher or parents, during scheduled conference days, which shall not include more than one evening obligation, to maximize the teacher's efficiency and productivity.
- e. All secondary teachers shall schedule parent teacher conferences, requested either by the teacher or parents, to maximize the teacher's efficiency and productivity.

The parties shall review parent-teacher conferences annually and make whatever changes, if any, are needed.

- 8. Any special education teacher whose duties require the writing of IEPs shall be given release time for the writing of IEPs according to the following schedule:

1-10 ½ day minimum
 11-20. 1 day minimum
 21+ 1½ days minimum

Any release time, including in addition to the minimum time provided by this schedule, would have to be mutually agreeable to the building principal and the classroom teacher.

- 9. In the event that the Superintendent decides to cancel school for students due only to low temperature/wind chill concerns, teachers will be expected to report to work. On such days, the workday for all teachers in the district will be from 8:30 AM to 3:00 PM. The Superintendent will provide clear notification via telephone calls and, wherever possible, through television and radio sources.

B. Seniority

The seniority lists will be held in the District Office and by the Association President. It will be updated yearly by the Superintendent.

C. Teacher Load

- 1. When assigning teachers, the following generalized guidelines will be used:
 - a. No teacher will be assigned more than six (6) class sections (high school), classes with science labs will count as 1.5 class sections, or thirty-two classes per five day week (elementary special class teachers) unless such assignment is made with the mutual agreement in writing of the teacher and his/her supervisor.
 - b. The Association President shall not be assigned a study hall or the equivalent of a 6th assignment if he/she is a secondary teacher. If the Association President is an elementary teacher, the Superintendent and the MTA President will meet to arrange a schedule that accommodates regular meetings.
 - c. Teachers (high school) will be assigned at least two preparation periods per eight-period day or at least three preparation periods per nine-period day. A preparation period shall be equal in time to a class period. Five remedial periods, five lab periods, five study halls, or five other supervisory assignments or any combination thereof will be recognized as one regular class assignment. The District and the Association will

establish a high school committee of up to five teachers appointed by the Association President plus two administrators appointed by the Superintendent that will meet and determine the need for additional supervision and determine the method/system for addressing any identified supervisory needs.

- d. All assigned contact time and preparation periods will be scheduled during the school day, rather than during activity period. Should this not be possible, the Administrator will discuss the matter with the teacher to develop a mutually agreeable alternative. Both the superintendent and the President of the Marion Teachers Association shall be notified of any special consideration.
- e. Every effort in scheduling shall be made to limit the number of teacher preparations to four (4) per semester. However, it is understood that some teachers will have more than four (4) preparations per semester due to scheduling difficulties. A preparation shall be defined as a class at a particular grade level.
- f. Activity periods will be used for giving help to students, as a time for student club and organization meetings, and for faculty committee meetings. Activity periods shall take place within the normal teacher workday.
- g. Activities will be scheduled in consultation with the teacher.
- h. Responsibilities for grade-level advisors, cafeteria duty and other regularly scheduled non-instructional assignments shall be rotated.
- i. In order to maintain continuity with Article IX, Section C, (f) teachers will not be assigned to supervise athletic study hall or detention.
- j. Scheduled assignments that do not meet the guidelines above and appear to have alternative solutions may be presented by the teacher to the Appeals Committee.
 - 1) The Appeals Committee shall consist of two (2) teachers and two (2) members of the administration.
 - 2) All evidence “pro and con” relative to the questioned assignment shall be discussed by the Appeals Committee. If no agreement can be reached, the Appeals Committee shall refer the problem to the Superintendent of Schools.

2. Every effort will be made to accommodate student and course needs in grade level and subject areas. The following numbers are presented as the recommended maximum class sizes. Should the need arise to make adjustments, the administration will seek input from teachers of the grade level or department involved, counselors and appropriate support staff in a formal meeting:

Kindergarten, 1st -----	20
Grades 2-6-----	24
Secondary (Grades 7-12)-----	24
Special Subjects (Grades 7-12) -----	24
Study Hall per Supervisor-----	30
Special Areas (Grades K-6)-----	24
(Art, Music, Physical Ed., Computer, Library)	

Particular classes for Secondary and Special Subjects may exceed the recommended maximum of 24 students, provided the teacher's total full-time equivalent student load does not exceed 120. Temporary fluctuations above 120 total students are permissible, provided a teacher's semester average, based on student full-time equivalents, does not equal or exceed 120. Teachers with a semester average of 121 or more will be paid an additional stipend for that semester based on a percentage of their annual teacher salary according to the following schedule:

121 or more - 1.25%;
126 or more - 2.5%;
131 or more - 3.75%;
136 or more - 5.0%.

No secondary teacher will have more than 138 students. Students in science classes with a lab will be counted as 1 student, NOT 1.5 as per section C.1.a, in determining eligibility for overage pay. Students in science classes with labs will not exceed 24.

A secondary teacher assigned more than 120 students will not be assigned any other duties (such as labs, remedial periods, study halls or other supervisory assignments) in addition to his/her assigned classes. This shall not require a change in a teacher's assignment due to fluctuations occurring after the beginning of a semester.

In the event that elementary class size recommendations are exceeded a pro-rated stipend amount shall be added to the teacher's annual salary according to the following schedule:

Number of students over recommendation, based on semester average student full-time equivalents:

At least 2 but less than 4 students – 2.5%
At least 4 but not more than 5 students – 4.0%

In no instance shall the semester average student full-time equivalent elementary class size exceed 28 students.

The Superintendent and the MTA President may, by mutual consent, agree to alternative accommodations regarding teacher assignment and teacher load to address specific needs.

3. The above recommendations would be subject to the Grievance Procedure, Article IV, parts A-H.

Article X – Teacher Observation

- A. The chief purpose of teacher observation is the improvement of instruction and the teacher in a constructive and professional manner. Objectives of the teacher observation program include the Teacher's right to:
 1. Know how well he/she is performing the duties and responsibilities of his/her position.
 2. Know the areas in which improvement is needed.
 3. Have candid appraisal of his/her work.

4. Discuss his/her observation reports with his/her supervisor; and,
 5. Seek and receive supervisory assistance where needed.
- B. All formal observations of teacher performance shall be conducted openly and in accordance with the APPR procedures mutually agreed upon by the parties and with the full knowledge of the teacher. A teacher may request to be informed prior to the observation.
- C. 1. The formal observation process will consist of:
- 1) Planning conferences, which could be accomplished through oral or written communication between the teacher and the observer.
 - 2) An on site (in classroom) observation.
 - 3) A post observation conference will be held as soon as possible but within 4 days after the observation.
 - 4) The observation write up will be given to the teacher within 5 days after the post observation conference.
2. Teacher observations will be scheduled as follows: probationary teachers shall be observed by administration twice a year, more often as needed. The initial observation of a probationary teacher should be made as soon as possible.
3. Tenured teachers shall be observed annually or can choose an option to observation, as described in the APPR. Tenured teachers must be observed every three years. A teacher can be observed more often if needed. Formal observations shall begin no earlier than the third week of school and end no later than the last day of May.
4. A teacher, having been observed and found to be in need of assistance, shall be given in writing suggested methods for improvement or correction. In addition, a follow-up conference(s) and/or observation(s) may be made to provide assistance and to assess whether or not improvement or correction has occurred.
- D. Every formal classroom observation shall be reduced to writing and a copy shall be given to the teacher.
- E. The Teacher must sign the observation as an indication that he/she has discussed it with his/her supervisor, not necessarily that he/she is in agreement with its contents. Teacher comments may be added to the written report and the report shall be signed by both the observer and the teacher within five (5) school days following the conference. Any teacher shall have the right to a conference with the Superintendent and observer concerning an unsatisfactory observation, and, if requested by the teacher, a representative of the Association may be present.
- F. 1. Every teacher shall have the right, upon request, to review the contents of his/her personnel file, except letters of reference and recommendation, and teachers shall be entitled to insert in the file a written response to material contained in the file. A representative of the Association may, at the teacher's request, accompany the teacher at the time of file review.
2. A teacher will be notified and a conference scheduled, at a mutually agreeable time, by the administrator to inform of and discuss with the teacher any reports that have been written that will be placed in the teacher's personnel file. The teacher will be contacted within five (5) school days of the incident.

- G. Any complaints regarding a teacher which are made in writing to any member of the Administration or member of the Board of Education by a parent, student, or other person shall be promptly reported to the teacher with the teacher/administrator being continuously informed of the status of the complaint while under investigation. The teacher/administrator will be advised as to the disposition of the complaint. All information will be shared verbally and in writing.
- H. Request for assistance by any teacher shall not be used as a basis for adverse criticism on the observation form of said teacher unless accompanied by a statement of the help rendered and the results of such help in respect to the performance of the teacher. Request for assistance by the teacher should be made in writing.

Article XI – Teacher Evaluation

- A. An evaluation that complies with the APPR procedures mutually agreed upon by the parties will be completed annually for each tenured teacher (by June 1st) and two times each year for each probationary teacher.
- B. Teacher evaluations shall be done only by certified administrative personnel and shall be signed by said personnel.
- C. Each first year probationary teacher shall be given a sample copy of the evaluation form and the evaluation process shall be explained to the teacher no later than the first month of school.
- D. Requests for assistance by a probationary teacher shall not be used as the basis for adverse criticism on the evaluation form unless accompanied by a statement of the help rendered and the results of such help in respect to the performance of the teacher.
- E. The evaluation may include a self-evaluation completed by the teacher and shall include a meeting between the teacher and the administrator prior to the administrator's completion of the evaluation. Both parties will sign the evaluation. The teacher's signature will indicate that the teacher has reviewed the document, but it will not necessarily indicate the teacher's agreement with the content of the document.
- F. If the teacher wishes, the teacher may write a response and have it attached to the evaluation.
- G. The District and Association agree that the intent of this provision is to provide the employee with first hand information that will aid in his/her professional growth, as well as the improvement of his/her normal teaching duties.

To that end, any statements contained within the evaluation that indicate a need for improvement shall be accompanied by suggestions for corrective measures.

Article XII – Sick Leave, Emergency Personal Leave

- A. Sick Leave
 - 1. Each teacher shall be allowed fifteen (15) sick days per year accumulative to 200 days. Sick leave shall be credited to a teacher at the beginning of each year.

2. Sick leave will be available for the personal illness or disability of the teacher and may also be utilized by the teacher as follows:
 - a. Illness in the immediate family or imminent childbirth of a spouse – the terms “immediate family” shall be accepted as meaning a spouse, a child or a parent of the teacher or the teacher’s spouse. Illness of any of those persons requiring the presence of the teacher may permit application of up to five (5) days of the teacher’s cumulative sick leave. A teacher may use additional cumulative sick leave to care for the teacher’s son, daughter, spouse or parent if the need for such care is supported by a certification of the family member’s health care provider so that the teacher qualifies for leave to provide care for the family member under the Family and Medical Leave Act. Paid leave for illness in the immediate family shall not exceed a total of twelve weeks for any illness, including recurrences or complications of the same illness or condition.
 - b. Death in the immediate family – the term “immediate family” shall be defined as above and will also include sibling and grandparent. Up to five days of sick leave may be utilized for each such occurrence.
3. Extended Sick Leave – If a teacher’s illness or disability extends more than five (5) days beyond the sick leave accumulated by that teacher, the teacher shall receive extended sick leave paid at the difference between the cost of the substitute’s daily pay and the teacher’s daily salary. Regular sick leave and extended sick leave together shall not exceed 200 days for the same illness or disability and need not be continuous. While on extended sick leave the teacher’s allotment of annual sick leave shall not renew. When the teacher returns to work, he/she will receive the annual allotment of sick leave.
4. In September of each school year, each teacher shall receive a written statement of the number of accrued days of sick leave to his/her credit, including the number of days added for the current year.
5. Any absence lasting beyond three (3) School Days because of illness shall, at the request of the Building Principal and/or Superintendent, require a doctor’s substantiation.

B. Personal Leave

1. Each teacher shall be entitled to three (3) days of personal leave, other than sick leave, for matters which must be attended to during the school day. Any personal days not used at the end of the school year will be added to the teacher’s accumulated sick leave.
2. Except in emergencies, written notice of request for such leave shall be made on forms as soon as possible, but at least 72 hours in advance. The forms are available in the school office. This form will include name, date, and day requested. Such leaves shall not be used for the extension of vacations or for social or recreational purposes.
3. On those occasions when the personal leave is used or requested for the days immediately preceding or following a vacation or three-day weekend, specific reasons shall be stated by the applicant.

- C. If subpoenaed to appear in court, a teacher will not be charged for a sick or personal leave day nor will they lose any pay.

Article XIII – Leaves of Absence

- A. Sabbatical Leave will be treated according to established Board of Education Policy.
- B. Military Leave – Sections 242 and 243 of the military law, State of New York, shall govern all military leaves.
- C. After written request giving justification, the Board, in its discretion, may grant special leave without pay for service in the exchange teacher program, VISTA, the Peace Corps or any other appropriate federal program.
- D. Leaves granted under the terms of B and C of this Article shall not affect the eligibility of other teachers for sabbatical leave as specified in Board of Education Policy.
- E. Pregnancy Disability, Child Rearing, and Adoption Leave
1. Pregnancy Disability Leave – As soon as possible but ordinarily at least five months prior to the anticipated date of delivery, a teacher who wishes to apply for pregnancy disability leave must notify her Superintendent in writing stating the date she wishes her leave to begin. The teacher may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her required duties.
 - a. Medical statements by the teacher’s physician are required.
 - b. The teacher may return at any time following the delivery of the child upon written certification of her physician indicating that she is able to perform her teaching duties.
 - c. Physical disability caused by or resulting from pregnancy, miscarriage, childbirth and recovery there from, shall be treated as temporary physical disability for all job related purposes and will be covered by regular sick leave benefits, to the extent of the number of days of sick leave credit that the teacher has personally accumulated.
 2. Child Rearing Leave – Child rearing leave may be applied for and shall be granted for the purpose of child rearing, after the birth or adoption of a child.
 - a. The teacher must apply for the leave prior to the end of the pregnancy disability leave or prior to the placement of the adopted child.
 - b. The child-rearing leave shall be granted according to the following provisions:
 - 1) The leave will be up to a maximum of two years.
 - 2) The teacher will return at the beginning of a marking period or semester or at a time mutually agreed upon by the teacher and superintendent.
 - 3) In extreme cases of documented emergency, another return date mutually agreed to by the teacher and the Superintendent may be established.
 - 4) Any request to extend original leave is at the discretion of the Superintendent.

3. Adoption Leave – A teacher may request up to six (6) weeks for an adoption. The teacher may or may not use consecutive weeks for an adoption. The teacher may use accumulated sick days for such leave. Should both parents work in the District the six (6) week leave may be divided between them.
4. A teacher returning from pregnancy disability, child rearing or adoption leave shall re-enter service at the next step on the salary schedule above the step the teacher was on at the beginning of the leave provided the teacher taught half or more of the school year in which the leave began.
5. Teachers on pregnancy disability, child rearing or adoption leave shall retain all tenure rights and all accumulated sick leave.

F. Temporary Leaves of Absence

Time necessary for two (2) Association representatives to attend one (1) New York State United Teachers Representative Assembly session shall be granted without loss of pay. The association shall pay the substitute salary for the second teacher.

Two (2) paid leave days will be granted for the purpose of the Marion Teachers Association Committee of 100 members to participate in activities. If needed, additional days of leave may be granted at the Superintendent's discretion.

Paid leave will be granted in an amount sufficient to allow the Association's retirement delegate to attend the annual state retirement conference.

G. Personal Leaves of Absence

A leave of absence without pay or increment of up to one (1) school year may be granted at the discretion of the Board for just cause.

- H. Upon returning from a leave of absence, a teacher shall generally be entitled to his/her previous position with all tenure rights. Should no position exist, the teacher shall be placed on a preferred list. A teacher returning from leave shall re-enter service at the next experience level of the salary schedule above the level he/she was on at the time of commencement of leave provided he/she taught half or more of the school year in which his/her leave commenced. Teachers on leave shall retain all tenure rights and all accumulated sick leave.

- I. Any substitute teacher replacing a teacher on leave shall be notified in writing, by the Superintendent, of the length of the position to the extent the Superintendent has been advised by the teacher on leave.

Article XIV – Insurance and Other Benefits

- A. 1. The School District will pay, according to the following schedule of percentages, the cost of a single, two-person, family (no spouse), or family contract (including qualified dependents as designated by such plans) for any active or retired teacher who elects to take advantage.

- a. The Blue Point 2 Plan (\$15.00 office visit) with vision and eyewear riders and the \$5/\$20/\$35 prescription drug rider shall be the District's base plan. The District's contribution to the premium cost of the base plan shall be as follows:
 1. Teachers hired before June 30, 2005 - 90% of premium for single, two-person, family (no spouse), or family plan.
 2. Teachers hired after June 30, 2005 - 80% of premium for single, two-person, family (no spouse), or family plan.
 - b. Teachers may apply the dollar value of the base plan premium to any other plan offered by the district and will be responsible for any additional personal cost incurred.
2. Full-time teachers may elect to accept a cash opt-out payment in the amount of \$2000 yearly in lieu of the medical insurance contribution if they arrange for alternative medical insurance coverage through a spouse's plan. The cash opt-out payment is separate from the district's contribution to a Medical Reimbursement Account. Part-time teachers will be prorated accordingly.
- B. The School District agrees to contribute to the premium cost for a single or family contract (including qualified dependents as designated by such plan) for the Blue Shield Dental Plan (non-Monroe County Municipal School District Plan) – Smile Saver IV - \$50 individual/\$150 family deductible for any active teacher as follows:
1. Teachers hired before June 30, 2005 - 90% of premium for single, two-person, family (no spouse), or family plan.
 2. Teachers hired after June 30, 2005 - 80% of premium for single, two-person, family (no spouse), or family plan.
- C. Unit members who choose not to join the health coverage at a prior time will have the option to join the health plan during the months of February and March to become effective the following July 1, except in unusual or emergency situations. This does not pertain to new employees who will be given the option to join at the time of employment.
- D. Upon receipt by the District Business Office of dues deductions authorization cards or forms which authorize deductions from the salary of an individual teacher for membership in the Reliant Community Credit Union, the District agrees to make such deductions to the extent that machine processing of payroll permits.
- E. The District further agrees to honor authorized deductions from the salary of a teacher electing to participate in a tax-sheltered annuity program, provided that the Association provide the District with a list of no more than five (5) specified plans which shall be available to a faculty member and further provided such machine processing of payroll is feasible.
- F. The District will reimburse a teacher for reasonable cost of replacing or repairing dentures, teeth, eyeglasses, hearing aids, or similar bodily appurtenances not covered by workmen's compensation, which are damaged, destroyed or lost as result of an injury sustained in the course of the teacher's employment, when the teacher has not been personally negligent with reference to the incident.

The District will reimburse a teacher for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by the teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment, when the teacher has not been personally negligent with reference to the incident.

- G. The District will establish a Medical Reimbursement Account for each unit member and deposit into the account according to the following schedule:

\$150 in 2008-09 for each unit member who would normally be eligible for a single health insurance plan.

\$200 in 2008-09 for each unit member who would normally be eligible for a two-person health insurance plan.

\$300 in 2008-09 for each unit member who would normally be eligible for a family health insurance plan.

In 2009/10 and 2010/11 contribution rates will be \$475 for a single, \$825 for a two person and \$1050 for a family.

This account shall be administered by a third party chosen mutually by the parties. Should it be necessary to modify this provision in order to be in compliance with any future revision of the IRS tax codes, this provision shall be modified only to the extent necessary to be compliant.

Article XV – Salaries and Related Matters

- A. Teacher Salary

1. The parties agree that teachers will receive an average increase of 3.5% during each of the years of the contract in addition a one time adjustment of 1% in the 2009-10 school year to even out existing salary discrepancies as determined by the MTA. This amount shall be calculated on the total of base salaries of all teachers who return for continued employment during each of the three years. The actual distribution per salary schedule steps will be determined by the Marion Teachers Association.

2. New beginning starting salaries will be as follows:

	<u>B</u>	<u>B+30/M</u>
2008-2009	37,800	38,300
2009-2010	38,350	39,000
2010-2011	39,000	39,800

3. Salaries for Project Leaders will increase 3.5% each year.

4. National Board Certification - \$800 annual stipend to be paid every year for the duration of the certification.

- B. Copies of complete salary schedules for the entire contract will be kept on file in the main office of both buildings. Individual Projected Salary Estimates will be issued to each teacher on the second payday of the school year.
- C. Remuneration for Graduate Credits
- a. All permanently certified teachers will be compensated at the rate of \$15.00 per approved graduate credit hour earned before January 1, 1983.
 - b. All permanently certified teachers will be compensated at the rate of \$25.00 per approved graduate credit hour earned between January 1, 1983 and June 30, 1991. Any approved credit hours earned between July 1, 1991 and June 30, 1997 will be compensated at the rate of \$35.00 per hour. Approved credit hours earned after June 30, 1997 will not be compensated on a per-hour basis, but will qualify for tuition reimbursement as provided in E 4 a & b
 - c. All approved in-service credits will be compensated at the rate of \$25.00 per in-service credit hour for hours earned before July 1, 1991. All credits earned after July 1, 1991 will be compensated at the rate of \$30.00 per in-service credit hour.
2. A teacher will be required to notify the Superintendent of the number of hours he/she intends to take during the next school year. This notification must be made by March 1st or as soon as possible. Thereafter credit hours will be compensated on a funds available basis up to the budgeted amount for the current year. Arrears will be paid in the next fiscal year.
 3. For a second Masters Degree with a second certification area, \$500 will be added to the M+30 column salary, effective January 1, 1983.
 4. Tuition Reimbursement. A teacher may request tuition reimbursement for graduate courses taken after June 30, 1997. The amount of the reimbursement shall not exceed the SUNY tuition rate in effect at the time the course is taken. Such request, which must be received in the office of the Superintendent prior to the commencement of the course, will require advance approval.
 - a. For courses taken prior to permanent certification, one half of the tuition will be paid when the receipted bill is submitted to the Superintendent along with a transcript indicating that a grade of B or better has been earned for the approved course. The remaining half of the tuition will be paid when the teacher has achieved both tenure in the District and permanent certification. The teacher will agree to return for at least two (2) years after reimbursement.
 - b. For courses taken after permanent certification the tuition will be paid when the receipted bill is submitted to the Superintendent along with a transcript indicating that a grade of B or better has been earned for the approved course. The teacher will agree to return for at least two (2) years after reimbursement. The total annual pool of funds available for this reimbursement option shall be the SUNY rate for ten three-hour graduate courses.
- D. A teacher who is required to travel on approved school business must use a school vehicle, if available. If it is necessary to use a personal vehicle, the teacher will be paid at the IRS rate per mile.

E. Retirement Service Benefits

Teachers are entitled to retirement service benefits upon attainment of age 55, completion of a minimum 20 years of teaching service in the school district, and filing of appropriate retirement papers with the NYS TRS. In order to be eligible for retirement service benefits, the teacher must advise the Superintendent in writing by February 1 of intent to retire on June 30 of the same year.

Retirement Service Benefits include the following:

1. Retirement Service Payment:

The retirement service payment is calculated based on 25% of the base salary earned during the year in which the teacher attained age 55 (or completed 20 years of service if over age 55). Payment will be made in July of the same year immediately following retirement. The payment will automatically be placed into the employee's 403b, up to allowable limits. Any amount in excess of the regulated limits for a year will be disbursed in subsequent years as per IRS regulations.

2. Payment for Unused Sick Leave:

Unused days of accumulated sick leave at the time of retirement, up to a maximum limit of 200, will be recognized according to the following calculations:

- a. If a teacher has 40 or fewer days of unused sick leave at the time of retirement, this number will be divided by 200 to yield a percentage (i.e. 40 divided by 200 = 20%). This percentage will be multiplied by the current year's base salary to constitute a payment to be made on July 1 of the year of retirement.
- b. If a teacher has more than 40 days of unused sick leave at the time of retirement, all days in excess of 40 will be credited at \$25 per day. This amount will be added to the increment calculated in subsection a above to constitute the total payment for unused sick leave days to be made on July 1 of the year of retirement.
- c. In the event of the death of a teacher while still in service, a payment equal to the full amount of unused sick leave will be made to the teacher's beneficiary.
- d. Payment will be made in July of the same year immediately following retirement.
- e. This amount will be placed in the employee's 403b. Any amount in excess of the legal contribution limits will be disbursed in subsequent years as per IRS regulations.

3. Continued Medical Insurance Benefit:

- a. Effective July 1, 2009, retired unit members will be eligible for the same district-paid medical insurance plan as that of active members until age 65 or eligible for Medicare. After age 65 retirees will be eligible for Medicare Blue Choice or, if living outside the area, Medicare PPO or Supplemental C, with a \$5/\$20/\$35 drug rider. Retirees retain right of portability to apply dollar value to any plan of their choice regardless of location in the United States.

- b The retirees contribution rate will be equal to the active member contribution rate in effect at the time of retirement and will not be increased in retirement even if there is an increase in the contribution rate for active members .
- c. Unit members may choose to elect the cash opt-out benefit in retirement until age 65. These members may elect to resume full medical insurance benefits and will receive a letter confirming continued eligibility. A copy of this letter will be placed in the personnel folder of the staff member.

4. Continued Dental Insurance Benefit:

Effective July 1, 2009, retired unit members will be eligible for the same district-paid dental plan as that of active members. The retirees contribution rate will be equal to the active member contribution rate at the time of retirement and will not be increased in retirement even if there is an increase in the contribution rate for active members. Retirees retain right of portability to apply dollar value to any plan of their choice regardless of location in the United States.

Article XVI – Extra Duty Pay Schedule

- A. Sports seasons are divided into long sport seasons and short sport seasons as follows: Long Season: Basketball, Indoor Track and Wrestling (Boys’ and Girls’, Junior Varsity and Varsity) Short Season: All other sports and levels. The schedule is also divided into non-interscholastic sports activities and non-sports extra curricular. Coaches and advisors will be paid according to their years of experience in that level of sport or above, or in a particular activity at the Marion Central School District.
- B. All positions will receive a 1.75% (unless otherwise noted) increase salary or stipend during each year of the contract: 2008/09, 2009/10, 2010/11 as detailed in the following schedules. A committee established by the MTA and Administration no later than September 15, 2009 will study comparative data and make recommendations regarding extra duty pay by June 1, 2010 (salaries will be recalculated based on the proposed increase).

C. Coaching Salaries

Varsity Long Season

2008-09	\$ 4,809	\$ 5,588	\$ 6,604	\$ 7,194
2009-10	\$ 4,893	\$ 5,685	\$ 6,720	\$ 7,320
2010-11	\$ 4,979	\$ 5,785	\$ 6,838	\$ 7,448

J.V. Long Season

2008-09	\$ 3,607	\$ 4,186	\$ 4,949	\$ 5,394
2009-10	\$ 3,670	\$ 4,259	\$ 5,036	\$ 5,488
2010-11	\$ 3,734	\$ 4,334	\$ 5,124	\$ 5,584

Varsity Short Season

2008-09	\$ 3,313	\$ 3,842	\$ 4,535	\$ 4,945
2009-10	\$ 3,371	\$ 3,909	\$ 4,615	\$ 5,032
2010-11	\$ 3,430	\$ 3,978	\$ 4,695	\$ 5,120

J.V. Short Season

2008-09	\$ 2,259	\$ 2,617	\$ 3,097	\$ 3,393
2009-10	\$ 2,428	\$ 2,813	\$ 3,329	\$ 3,648
2010-11	\$ 2,470	\$ 2,862	\$ 3,387	\$ 3,712

Jr. High Short Season

2008-09	\$ 1,806	\$ 2,101	\$ 2,480	\$ 2,701
2009-10	\$ 1,837	\$ 2,138	\$ 2,524	\$ 2,748
2010-11	\$ 1,869	\$ 2,175	\$ 2,568	\$ 2,796

If coaches qualify for sectionals or competitions beyond the regular season, they will be entitled to additional pay each week they coach at a weekly rate calculated as: their season pay/number of weeks in regular season.

D. Non-Interscholastic Sports Activities

Cheerleading - Soccer

2008-09	\$ 2,408	\$ 2,789	\$ 3,304	\$ 3,600
2009-10	\$ 2,450	\$ 2,838	\$ 3,362	\$ 3,663
2010-11	\$ 2,493	\$ 2,887	\$ 3,421	\$ 3,728

**Cheerleading-
Basketball**

2008-09	\$ 3,313	\$ 3,842	\$ 4,535	\$ 4,945
2009-10	\$ 3,371	\$ 3,909	\$ 4,615	\$ 5,032
2010-11	\$ 3,430	\$ 3,978	\$ 4,695	\$ 5,120

**Athletic Director
(+3.5% increase 08-11)**

2008-09	\$ 6,052	\$ 6,985	\$ 8,379	\$ 9,135
2009-10	\$ 6,264	\$ 7,229	\$ 8,672	\$ 9,454
2010-11	\$ 6,483	\$ 7,482	\$ 8,975	\$ 9,785

E. Other Sports Activities

Skiing (1:15)

2008-09	\$ 1,115
2009-10	\$ 1,135
2010-11	\$ 1,155

The remaining positions in Section E will not receive salary increases.

Supervisors (per event)

2008-09	\$ 84.38
2009-10	\$ 84.38
2010-11	\$ 84.38

**Timers, Scorekeepers &
Ticket Sellers (per
event)**

2008-09	\$ 84.38
2009-10	\$ 50.00
2010-11	\$ 50.00

For 2008-2009 the Head Senior Advisor, Student Council Advisor, NHS Advisor, Elementary Student Council Advisor and Elementary Yearbook Advisor will receive a 1.75% increase over 2007-2008 salaries.

F. Non-Sport Extra-Curricular Activities

Marching Band Director

2008-09	\$ 3,313	\$ 3,842	\$ 4,535	\$ 4,945
2009-10	\$ 3,371	\$ 3,909	\$ 4,615	\$ 5,032
2010-11	\$ 3,430	\$ 3,978	\$ 4,695	\$ 5,120

Color Guard Instructor

2008-09	\$ 1,806	\$ 2,101	\$ 2,480	\$ 2,701
2009-10	\$ 1,837	\$ 2,138	\$ 2,524	\$ 2,748
2010-11	\$ 1,869	\$ 2,175	\$ 2,568	\$ 2,796

Senior Advisor(s)

2008-09	\$ 1,809	\$ 1,979	\$ 2,177	\$ 2,397
2009-10	\$ 1,841	\$ 2,014	\$ 2,216	\$ 2,439
2010-11	\$ 1,873	\$ 2,049	\$ 2,254	\$ 2,482

Student Council Advisor(s)

2008-09	\$ 1,252	\$ 1,512	\$ 1,813	\$ 2,002
2009-10	\$ 1,273	\$ 1,538	\$ 1,845	\$ 2,037
2010-11	\$ 1,296	\$ 1,565	\$ 1,877	\$ 2,073

Yearbook Advisors (2)

2008-09	\$ 1,616	\$ 1,861	\$ 2,141	\$ 2,342
2009-10	\$ 1,644	\$ 1,893	\$ 2,179	\$ 2,383
2010-11	\$ 1,673	\$ 1,926	\$ 2,217	\$ 2,424

Musical Director

2008-09	\$ 2,403	\$ 2,582	\$ 2,789	\$ 2,988
2009-10	\$ 2,445	\$ 2,627	\$ 2,838	\$ 3,040
2010-11	\$ 2,488	\$ 2,673	\$ 2,888	\$ 3,093

Ass't Musical Director

2008-09	\$ 1,244	\$ 1,464	\$ 1,683	\$ 1,835
2009-10	\$ 1,265	\$ 1,490	\$ 1,712	\$ 1,867
2010-11	\$ 1,288	\$ 1,516	\$ 1,742	\$ 1,900

Musical Set Designer

2008-09	\$ 1,244	\$ 1,464	\$ 1,683	\$ 1,835
2009-10	\$ 1,265	\$ 1,490	\$ 1,712	\$ 1,867
2010-11	\$ 1,288	\$ 1,516	\$ 1,742	\$ 1,900

Audio Visual Director

2008-09	\$ 1,225	\$ 1,444	\$ 1,663	\$ 1,815
2009-10	\$ 1,246	\$ 1,470	\$ 1,692	\$ 1,847
2010-11	\$ 1,268	\$ 1,496	\$ 1,722	\$ 1,880

NHS Advisor(s)

2008-09	\$ 1,252	\$ 1,512	\$ 1,813	\$ 2,002
2009-10	\$ 1,273	\$ 1,538	\$ 1,845	\$ 2,037
2010-11	\$ 1,296	\$ 1,565	\$ 1,877	\$ 2,073

Model UN

2008-09	\$ 642	\$ 802	\$ 989	\$ 1,100
2009-10	\$ 653	\$ 816	\$ 1,007	\$ 1,119
2010-11	\$ 665	\$ 830	\$ 1,024	\$ 1,139

Masterminds

2008-09	\$ 642	\$ 802	\$ 989	\$ 1,100
2009-10	\$ 653	\$ 816	\$ 1,007	\$ 1,119
2010-11	\$ 665	\$ 830	\$ 1,024	\$ 1,139

Elem Student Council Adv(s)

2008-09	\$ 750	\$ 907	\$ 1,068	\$ 1,201
2009-10	\$ 763	\$ 922	\$ 1,087	\$ 1,222
2010-11	\$ 776	\$ 939	\$ 1,106	\$ 1,243

Elem Yearbook Advisor(s)

2008-09	\$ 704	\$ 849	\$ 1,011	\$ 1,101
2009-10	\$ 716	\$ 863	\$ 1,029	\$ 1,120
2010-11	\$ 729	\$ 879	\$ 1,047	\$ 1,140

Elem Intramurals

2008-09	\$ 1,806	\$ 2,101	\$ 2,481	\$ 2,700
2009-10	\$ 1,838	\$ 2,138	\$ 2,524	\$ 2,748
2010-11	\$ 1,870	\$ 2,175	\$ 2,568	\$ 2,796

Elem Walking Club

2008-09	\$ 1,806	\$ 2,101	\$ 2,481	\$ 2,700
2009-10	\$ 1,838	\$ 2,138	\$ 2,524	\$ 2,748
2010-11	\$ 1,870	\$ 2,175	\$ 2,568	\$ 2,796

G. In-Service Credit

Any courses that have been taken by a teacher to fulfill the ninety-hour coaching requirement will be reimbursed on a one-time basis at the rate of \$25 per course.

- H. Any teacher who supervises a previously approved activity not listed on the extra curricular/extra pay duty schedule and outside of regular school hours will be paid at the supervisor rate as defined in Section E. Prior approval must be obtained from the Superintendent.

- I. Any unit member who coaches a sport or supervises an activity under this article may choose to have the stipend paid by any one of the following options: (1) In a single payment at the end of the season/activity; (2) In the regular payrolls occurring over the length of the season/activity; or (3) In the regular payrolls occurring from the start of the season/activity to the end of the school year. The choice must be made before the season/activity begins according to procedures established by the business office.
- J. Coaches who attend a state meet at which their team (or one of their athletes) is representing the District will be reimbursed for hotels, meals and mileage (one mileage claim for all coaches attending the same event), upon receipt of an itemized account. If the meet takes place on a school day, the coach will be allowed to attend and the district will provide a substitute. The coach will not be penalized (i.e., he/she will not lose a personal day, it will not be a day without pay).

Article XVII – School Calendar

Before Board presentation, the Superintendent will get input from the Marion Teachers Association on a proposed calendar for the ensuing year.

Article XVIII - Miscellaneous

- A. **Absence for Association Business**
 - 1. Every attempt will be made to conduct Association business outside of school hours. Any absence will result in a deduction of the teacher's salary in an amount equal to the cost of the substitute.
 - 2. Any attendance which is required of officers or representatives of the Association for impasse proceedings, or grievance hearings, or for reasons determined by the Board of Education shall be with no loss in pay to the individual teacher involved.
- B. **Use of School Facilities**

The Association shall be allowed the normal use of school facilities for conducting its business without fees, except where such use results in a direct cost to the District; in which case the District shall be reimbursed by the Association.
- C. Teachers and their spouses will be admitted to all school-sponsored activities without charge except where their attendance will increase the expense of the activity.
- D. The District will pay any teacher serving jury duty his/her regular salary.
- E. If any provision of this Agreement shall be found to be in violation of the Law of the State of New York or of subsequent decisions or rulings by the Public Employment Relations Board or the Courts of the State of New York, that provision shall automatically be declared null and void, but the remainder of this Agreement shall continue to be in effect.

- F. The Association shall have reasonable access upon request to such financial and budgetary information as is available to the taxpayers in the District.
- G. The parties agree to remove contract language regarding 'building substitutes' from the published agreement with the intent of restoring it in it's entirety if/when the District employs anyone in that capacity.

Article XIX – Duration

The provisions of this Agreement pertaining to hours, wages, terms and conditions of employment have been negotiated between the parties hereto in accordance with the negotiating procedures set forth herein, shall be effective as of July 1, 2008, and shall remain in force until June 30, 2011.

Article XX – Implementation

Pursuant to the requirements of the Taylor Law: 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.

Article XXI - Legal Services

The cost of Marion Teachers Association membership in the NYSUT group legal service plan will be paid by the Board of Education. The Board of Education will pay up to twenty-two dollars per member per year for the plan.

Article XXII - Scope of Contract

This agreement constitutes the full and complete agreement between the parties and may not be altered orally.

Signatures

Kathryn Wegman, Superintendent, Marion Central School

Date

Michael Herlan, President, Marion Teacher Association

Date

Sarah Snyder, Chief Negotiator, Marion Teacher's Association

Date

