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Contract Database Metadata Elements

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Union: **Minerva Central School Teachers Association, NYSUT, AFT, AFL-CIO**

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AGREEMENT
BETWEEN
MINERVA CENTRAL SCHOOL DISTRICT
CHIEF EXECUTIVE OFFICER
AND
MINERVA CENTRAL SCHOOL TEACHERS ASSOCIATION
LOCAL 2836, NYSUT, AFT, AFL-CIO

2004-2005

2005-2006

2006-2007

2007-2008

RECEIVED

APR 04 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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

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

The Minerva Central School District is an equal opportunity employer.

covers 33 employees

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ARTICLE I - RECOGNITION

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

Article VIII - Sabbatical Leave

Article XV - Unpaid Leave

Article XVIII - Salary: #1 Credit Hours

#2 Masters

8 In-Service

9 Longevity

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

ARTICLE II - AREAS FOR DISCUSSION AND AGREEMENT

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

ARTICLE III - NEGOTIATING PROCEDURES

1. The first meeting for the successor contract shall be held prior to February of the year of expiration, on a date mutually agreed to by the Board and the Association. All issues proposed for discussion should be submitted in writing by the Association and by the Board to the delegated representatives of the other party at

the first meeting. All meetings shall be held at times mutually agreed to by the parties.

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

ARTICLE IV - GRIEVANCE PROCEDURE

1. DEFINITIONS

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

II. BASIC PRINCIPLES

1. The purpose of the grievance procedure shall be to secure, at the earliest possible stage, and in an orderly manner, equitable solutions to alleged grievances. The procedures here set forth will permit the presentation of grievances without coercion, discrimination, or reprisal on the part of either party. It will provide the parties the opportunity to dispose of differences without time-consuming and disruptive processes. All discussions and hearings will be held in executive session and shall be confidential. Until a final determination is made concerning a

grievance, the employee will follow the directives of his immediate supervisor.

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

III. PROCEDURES

1. Level One (Informal): The aggrieved teacher shall either directly or through the Association present his grievance to the Superintendent with the objective of resolving the matter informally.
2. Level One (Formal): If the grievance is not resolved informally, it shall be reduced to writing by the Association Grievance Committee and presented to the Superintendent. He/she shall render a decision in writing to the aggrieved teacher and Association within ten (10) days of receiving the grievance.
3. Level Two: If the decision at Level One is deemed unsatisfactory, the Association, within ten (10) days, of receiving a decision may file a written grievance to the Board of Education for review and determination.
4. Within fifteen (15) school days the Board shall hear the arguments of the Superintendent and the aggrieved teacher and/or his or her

representative. The purpose of the hearing is to review the grievance and render a decision thereon. The Board shall render its decision to the aggrieved teacher and the Association within fifteen (15) school days after the hearing.

5. Level Three - Arbitration:

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

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

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

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

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

ARTICLE V - IMPLEMENTATION

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

ARTICLE VI - TEACHER EVALUATION

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

ARTICLE VII - PERSONNEL FILE POLICIES

1. All data maintained by the District on individual members of the bargaining unit relative to employment, promotion, discipline, evaluation, and all other job-related matters--exclusive of confidential references and communications received in connection with the initial employment--shall be placed in a single file and maintained in the Central Office.

2. A teacher may see his/her own personnel file. Upon written request and at reasonable times, a teacher shall have the right to have copies made of any items in the personnel file. When reviewing such record, the teacher may be accompanied by a representative of his/her choosing.
3. No material shall be filed or maintained unless the teacher has had an opportunity to examine the material. The teacher must affix his/her signature on the actual copy to be kept, with the express understanding that such signature signifies only that he/she has examined the material; such signature does not necessarily indicate agreement with the material. Any refusal to sign shall be noted and witnessed on the file copy before filing.
4. A teacher shall have the right to rebut, explain and comment upon any material in her/his file and such statement shall be appended to the appropriate item(s) in the file.
5. No anonymous material shall be placed in a teacher's personnel file.

ARTICLE VIII - SABBATICAL LEAVE

1. Teachers who have served seven (7) years for the Minerva Central School District shall become eligible for a sabbatical leave of one (1) year with one-half (1/2) pay, for the purpose of pursuing a study program, or for such other purpose, as approved by the Board.
2. No more than one (1) teacher will be granted a sabbatical leave in any one year.
3. The recipient shall be required to sign a statement that if he/she does not return and serve in the district for a two (2) year period following the sabbatical leave, he shall refund to the district all salaries received by him during the sabbatical period plus the cost of all fringe benefits (such as retirement, health insurance and Social Security), plus interest at the legal rate from July 1st following the school year of the sabbatical. Provided that such refund shall be waived if the teacher ceases teaching during the two (2) year period because of death or permanent disability. Also provided that if a teacher returns for only one year, the refund shall be computed at fifty percent (50%) of the full cost, with interest to begin on July 1st immediately following the last full year of teaching.
4. Request for sabbaticals shall be considered only if presented to the Superintendent in writing before February 15th during the school year preceding the year for which the leave is requested.
5. All applicants for a sabbatical leave shall be notified in writing of the Board's decision no later than 10 days following the March Board of Education meeting of the year preceding the year for which the leave is requested.

6. Teachers granted a sabbatical leave shall be granted step credit for the year of their leave.

ARTICLE IX - SICKNESS AND DISABILITY LEAVE

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

ARTICLE X - PERSONAL LEAVE

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

ARTICLE XI - FAMILY LEAVE

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

ARTICLE XII - MATERNITY AND CHILD REARING LEAVE

1. Any teacher, upon request, will be entitled to up to two (2) years leave without pay for purpose of childbirth or child rearing. All such requests must be approved by the Board in advance. Teachers shall notify the Board of their intention to apply for such leave as soon as possible. A teacher has the option of using accumulated sick leave during that portion of maternity leave when actually physically disabled.
2. A teacher's notification of intent to take an unpaid maternity or child rearing leave, shall indicate the expected date of such leave and the expected date of return. Should these dates change, the teacher shall keep the district informed.
3. In the interest of educational continuity, the parties agree that a bargaining unit member who intends not to return to active employment following an unpaid maternity or child rearing leave should notify the Superintendent of that intention no later than sixty (60) days from the termination date of the leave, in order to permit a timely search for replacement.
4. The time of the unpaid child rearing leave shall not be counted toward the accrual of seniority with the school district.
5. Throughout the duration of the unpaid child rearing leave the school district shall not be obligated to pay for any benefits to or on behalf of the teacher involved. However, if the teacher elects to continue health insurance at his/her expense the District will transmit the appropriate premium payments to the insurer.

ARTICLE XIII - ACCUMULATIVE SICK LEAVE

	<u>Column I</u>	<u>Column II</u>
A - Teacher employed after 10/1/61 but who has worked regularly in district prior to 9/1/71		
	<u>Leave or Retire</u>	<u>Die</u>
5 years	1/4	Full
10 years	1/2	Full
15 years	3/4	Full

B - Teacher who first served regularly after 9/1/71		
	<u>Leave or Retire</u>	<u>Die</u>
10 years	1/4	Full
15 years	1/2	Full
20 years	3/4	Full

Notes

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

ARTICLE XIV - OTHER LEAVES

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

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

ARTICLE XV - UNPAID LEAVE

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

ARTICLE XVI - PROFESSIONAL ACTIVITIES

1. Each teacher may be allowed conference days each year, expenses reimbursed up to the total amount of approved budget request, in his/her field of instruction. All such conference days are subject to prior approval by the Superintendent, as authorized by the Board to reflect District practice.

2. The Association may designate five (5) teacher-days (a teacher day is one teacher and one day) for Association purposes, including but not limited to functions of the state and national affiliates. Teachers will be paid their regular salary for such days, but no expenses. The approval of the Administration is required in advance for any such days. The cost of substitutes will be paid by the Board for the first three such days in each year and paid by the Association for any additional days.
3. Staff Development Days shall be held each school year between October and April to provide the faculty with an opportunity to consider relevant educational and professional issue(s). The planning, program and execution of one of those Staff Development Days shall be made jointly by the superintendent and a committee of the faculty named by the Association. The program and planning of the other Staff Development Day(s) shall be determined by the Superintendent. During the Staff Development Days, students will not be in attendance.
4. Each teacher shall be provided with one visitation day for out-of-district travel in order to visit other schools. Another visitation day may also be granted, subject to the Superintendent's approval. For all visits, scheduling of the date and reimbursement of costs or expenses, mileage and meals are also subject to prior approval by the Superintendent.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

1. No teacher Association business meeting shall be conducted during school hours. Any consumable school district property used for Association business shall be paid for by the Association. The Association shall have the right to hold meetings in the school building and to use non-consumable equipment after school.
2. The work day for full time teachers shall be seven hours beginning at a time mutually agreed upon by the parties. On days when students are dismissed prior to their regular dismissal time, teachers may leave after the buses depart. Teachers may be required to attend faculty meetings and parent conferences that run past the end of the seven-hour work day provided that such meetings do not occur more frequently than twice per calendar month, or more often with mutual agreement of the Parties on a case-by-case basis; and provided further that teachers are given at least two school day's prior notice of the meeting except in an emergency. All bargaining unit members shall be required to attend such emergency meetings unless excused by the Superintendent. Faculty meetings shall not extend the required work day by more than 45 minutes.
3. The parties agree that the district can change the price of lunch per Federal guidelines and/or New York State Bureau of School Lunch Management guidelines.

4. Teachers shall be required to pay for all events held in the school for which admission is charged, unless attending as part of their duties.
 5. Teachers shall be entitled to automatic dues deductions for the Association, NYSUT, and affiliates provided that this shall not abridge any right to withhold such dues deduction as a legally applied penalty in the event of a violation of Article 14 of the Civil Service Law.
 6. If fewer than three regularly scheduled school days are cancelled during the school year, one day will be added to the Memorial Day week-end.
 7. Up to two (2) days per school year may be provided for elementary, middle school, and high school teachers for the purpose of conducting parent conferences. Up to one (1) of these days will be scheduled for the first semester, or first half-year, and up to one (1) of these days will be scheduled for the second semester, or second half-year. The Superintendent/Principal, in consultation with the Association's President, will schedule them.
 8. In addition to a minimum 30-minute duty free lunch period, each elementary teacher shall have at least two 30-minute preparation periods per day, or the weekly equivalent, with the exception of special program days (example: field days, Wellness Day, etc.) when special area teachers take their class (example: Physical Education, Art, Music, and Library.)
 9. A room for use as a Faculty Room shall be mutually selected by the Administration and a Representative of the Association. A side agreement shall be signed by both parties to validate the room location and use.
 10. Teachers shall be compensated at the rate of \$29. per hour for work that goes beyond their individual teaching assignments, preparations, and evaluations, limited to the following:
 - Curriculum Work
 - Special Education Work
 - Work to Complete LEAP Forms or Title Work
 - Academic Intervention Service (AIS), before or after regular school day, as appointed by administration.
 - Tutoring
- To be reimbursed, such work shall require appointment by the Superintendent and voluntary acceptance of the assignment by the teacher.
11. Teachers that agree voluntarily to alter the agreed upon beginning time of the school day to provide for a flexible schedule, shall be allowed to enter into an agreement to do so provided the following conditions are met:

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

ARTICLE XVIII - GENERAL SALARY MATTERS

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

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

ARTICLE XIX - OTHER REIMBURSEMENT

1. Teachers will be paid for authorized travel at the rate per mile established at the annual organizational meeting each July. The aforementioned rate is based on the current IRS non-taxable rate per mile .
2. The District will pay up to a maximum of \$25.00 for any chest x-ray or other tuberculin test (as determined by the District's physician) required by the District or

will pay mileage to obtain such test for a free clinic no further than 45 miles from Minerva Central School.

3. Upon request, payment for extra-curricular duties constituting at least 2% of the base salary (step one, column one of the appropriate school year salary schedule) shall be paid in bi-weekly installments during the scheduled life of the activity, beginning two weeks after the start of the activity. The Business Manager shall prorate the payments based on amount and duration.
4. Senior Trip Chaperons shall be paid the current teacher substitute pay for each day or portion thereof. The District shall defray the expense of each chaperon by an amount equal to the District's per-student subsidy. Nothing herein shall be deemed to prevent the Board from discontinuing the Senior Trip.

ARTICLE XX - EXTRA - CURRICULAR COMPENSATION

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

Extra-Curricular compensation will be a percentage of the salary level at Step 1 of the Bachelor's salary schedule. These percentages are as follows:

Athletic Director	11%
CPSE Chair	3%
CSE Chair	5%
Audio Visual Services Director	5%
Elementary Athletic Activity Leader	2%
Student Council Advisor	5%
Class Advisors: Grade 11	4%;
Grade 10	3%;
Grade 9	2%
Yearbook Advisor	5%
Theatric Advisor	4%
Varsity Soccer Coach	7%
Modified Soccer Coach	5%
Varsity Basketball Coach	12%
Modified Basketball Coach	(includes duty as Ass't. Varsity Coach) 9%
Varsity Baseball Coach	7%
Modified Baseball Coach	5%
Varsity Softball Coach	7%
Modified Softball Coach	5%
Tennis Coach (Varsity, J.V., or Modified Level)	3%
Public Speaking	2%
Pep Club	1%
School magazine (4 issues)	2%
Gymnastics	2%
Major Music/Drama Pro.	5%
Academic Bowl	3%
Odyssey of the Mind	5% per team with number of teams determined by the Superintendent. The amount for each team may be split between the coach and any assistants as determined by the coach.
Youth in Government	5%
Concert Coordinator	1%
Honor Society	2%
Model UN	3%

Chaperones:

Home	\$ 50.00
Away	60.00

ARTICLE XXI - HEALTH INSURANCE

1. The district shall provide a Health Insurance program substantially equivalent to the present health plan (Empire Matrix) in place during the 2003-2004 school year (first referencing 1993-1994 school year) for each bargaining unit member and his/her dependents. In addition, beginning April 1, 2005 or as soon thereafter as determined by the District, the members shall have the option of choosing the Empire Deluxe PPO Plan. Selection of either plan will take place during the effective open enrollment period(s) as offered through the health care provider (Empire Blue Cross/Blue Shield) annually.

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

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

All active bargaining unit members shall pay 9% of the premium costs for 2004-2005; 9% of the premium costs for 2005-2006; 10% of the premium cost for 2006-2007; and 10% of the premium cost for 2007-2008.

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

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

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

2. (A) Bargaining unit members who retire from the District after 15 years of employment (or its full time equivalent) with a NYSTRS retirement will be provided at district cost with the health insurance plans cited in Article XXI, section 1, paragraph 1 (Empire Matrix; Empire Deluxe PPO) of the Agreement for themselves (and, if the individual held other than an individual plan at the time of retirement, for their spouse and/or dependents, according to the eligibility categories of health

care provider) for the period of retirement. The retirees' health insurance program costs will be paid as provided in Article XXI, section 2(b) (see below). Bargaining unit members will notify the District prior to their effective date of retirement as to what plan they will carry forward into retirement.

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

3. The District shall continue a full 3 part IRS 125 Plan. The Flexible Benefit Plan Section 125 is mutually agreeable to the District and the Association. The administrative fees shall be paid by the District. The annual unreimbursed medical expense account shall be set at \$2,000 per year.
4. **Dental Plan:**
 - a. The Board of Education will pay up to but not exceeding \$300 per employee, per year, toward a dental plan. The plan shall cover the employee, spouse, and children family members. This plan will be provided under the CSEA Plan or any other plan that is agreeable to the District.
 - b. Retirees may participate in any available dental plan provided they pay the full premium amount to the District prior to the premium due date
5. **Vision Care Plan:**
 - a. The Board of Education will pay up to but not exceeding \$135 per employee, per year, toward a vision care plan. The plan shall cover the employee, spouse, and children family members. This plan will be provided under the CSEA Plan or any other plan that is agreeable to the District.
 - b. Retirees may participate in any available vision care plan provided they pay the full premium amount to the District prior to the premium due date.
6. **Buy-out for Health Insurance**

As of March 9, 2004, one (1) family and four (4) two-persons unit members have elected not to participate in the health insurance program. One is eligible for family coverage and four are eligible for two-person coverage. Therefore, on annual basis, before the buy-out is effective the following cost savings must be generated: a minimum of one (1) bargaining unit member each year must opt out of the family health insurance plan and four (4) bargaining unit members must opt out of the two-person plan or any other equivalent dollar savings that any combination of individual, two-person, or family coverage opt-outs equal. To qualify for this buy-out stipend, the bargaining unit member electing not to be covered by the District's health insurance plan must show proof of alternate insurance. The employee has the right to re-entry in the health insurance plan where the employee lost alternate health insurance coverage. If an employee opts out of the insurance plan during the school year, the buy-out amount will be pro-rated from the last day of the month in which the bargaining unit member opts out to the end of the

school year. Payment of the buy-out will be in the last pay of the school year. On June 30, of any year, the District can suspend the health insurance buy-out provision if it can demonstrate the buy-out provision no longer represents a financial benefit to the District.

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

ARTICLE XXII - ASSOCIATION SICK LEAVE BANK

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

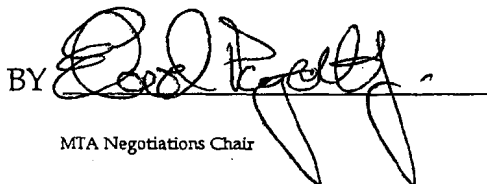
ARTICLE XXIII - DURATION OF AGREEMENT

1. This Agreement shall be effective from July 1, 2004 and shall expire June 30, 2008.
2. The Agreement may be opened or amended only by the written consent of both parties.

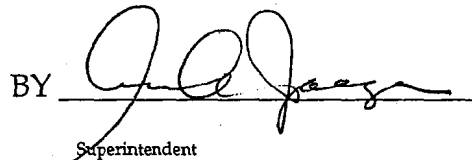
IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed
by respective representation this 14 day of February, 2005

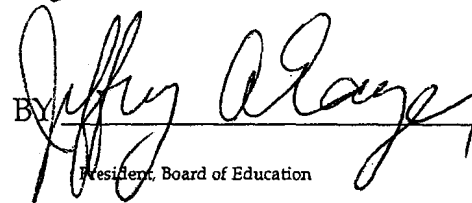
Minerva Teachers' Association

BY 
President

BY 
MTA Negotiations Chair

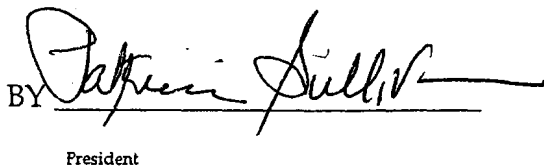
Minerva Central School District

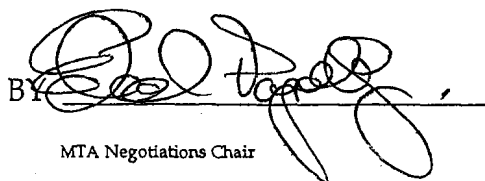
BY 
Superintendent

BY 
President, Board of Education

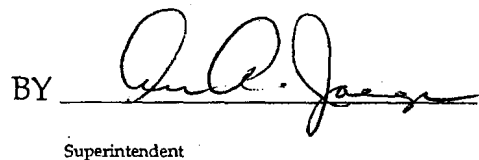
In WITNESS WHEREOF, the parties have hereunto set their hands this
14 day of February, 2005.

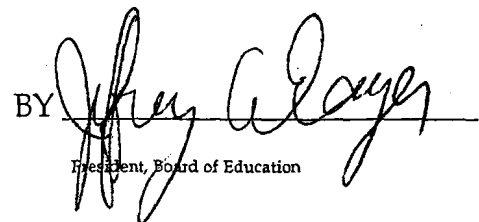
Minerva Teachers' Association

BY 
President

BY 
MTA Negotiations Chair

Minerva Central School District

BY 
Superintendent

BY 
President, Board of Education

GRIEVANCE FORM

1. Party Filing Grievance Date _____
- Name _____ Phone _____
- Address _____

- Employment Location _____
- Represented by _____
- Address _____
- Title _____

2. Action or Person causing alleged grievance

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

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

5. Remedy Sought:

GRIEVANT

UNION REPRESENTATIVE

6. Immediate Supervisor Reply:

Date: _____

Signed: _____
Immediate Supervisor

Minerva Salary Schedule
July 1, 2004- June 30, 2005

STEP	2004-05 Bachelor	2004-05 Bachelor + 30	2004-05 master	2004-05 master + 30
1	31996	35330	36197	39617
2	32617	36016	36900	40387
3	33251	36714	37616	41170
4	33898	37427	38346	41971
5	34561	38162	39098	42794
6	35239	38909	39867	43631
7	35931	39673	40646	44488
8	36635	40450	41443	45360
9	37343	41231	42246	46235
10	38064	42029	43061	47128
11	38800	42840	43894	48040
12	39553	43671	44744	48971
13	40842	44963	46035	50260
14	42135	46249	47326	51553
15	43425	47541	48616	52839
16	44713	48833	49903	54130
17	46435	50593	51678	55939
18	47739	51894	52981	57242
19	49068	53193	54279	58552
20	57302	60701	61590	65080

Minerva Salary schedule
July 1, 2005- June 30, 2006

STEP	2005-06 Bachelor	2005-06 Bachelor + 30	2005-06 Master	2005-06 Master + 30
1	32997	36435	37330	40857
2	33638	37143	38055	41651
3	34292	37864	38793	42459
4	34959	38599	39547	43284
5	35643	39356	40322	44134
6	36342	40126	41115	44997
7	37055	40915	41919	45880
8	37782	41716	42741	46780
9	38512	42522	43568	47682
10	39256	43345	44409	48603
11	40014	44181	45268	49544
12	40791	45038	46145	50503
13	42121	46370	47476	51833
14	43454	47697	48808	53166
15	44784	49029	50137	54493
16	46112	50362	51465	55825
17	47888	52177	53295	57690
18	49233	53518	54639	59033
19	50573	54858	55978	60384
20	59096	62601	63518	67117

Minerva Salary Schedule
July 1, 2006- June 30, 2007

STEP	2006-07 Bachelor	2006-07 Bachelor + 30	2006-07 Master	2006-07 Master + 30
1	34047	37594	38517	42157
2	34708	38324	39265	42975
3	35383	39068	40027	43809
4	36070	39826	40804	44661
5	36776	40608	41604	45537
6	37498	41402	42422	46428
7	38234	42216	43252	47339
8	38984	43043	44100	48267
9	39737	43874	44953	49198
10	40504	44723	45821	50149
11	41287	45586	46707	51119
12	42088	46471	47612	52109
13	43460	47845	48985	53482
14	44835	49214	50360	54857
15	46209	50588	51732	56226
16	47578	51963	53102	57600
17	49411	53836	54990	59524
18	50799	55220	56376	60911
19	52181	56602	57758	62305
20	60975	64591	65538	69251

Minerva Salary Schedule
July 1, 2007- June 30, 2008

STEP	2007-08 Bachelor	2007-08 Bachelor + 30	2007-08 Master	2007-08 Master + 30
1	35323	39004	39962	43738
2	36010	39761	40738	44587
3	36709	40533	41528	45452
4	37423	41320	42334	46336
5	38156	42131	43165	47245
6	38904	42955	44013	48169
7	39667	43799	44873	49115
8	40445	44657	45753	50077
9	41227	45519	46639	51043
10	42023	46400	47539	52030
11	42835	47296	48459	53036
12	43666	48213	49398	54064
13	45090	49639	50822	55487
14	46517	51059	52248	56914
15	47941	52485	53672	58334
16	49363	53912	55093	59760
17	51264	55855	57052	61757
18	52703	57291	58490	63195
19	54138	58725	59924	64641
20	63262	67013	67995	71848

Minerva Central School
Teaching Assistant Salary Schedule
45% of Teacher Bachelor Salary Schedule

STEP	2004/05	2005/06	2006/07	2007/08
1	14398	14849	15321	15895
2	14678	15137	15619	16205
3	14963	15431	15922	16519
4	15254	15732	16232	16840
5	15552	16039	16549	17170
6	15858	16354	16874	17507
7	16169	16675	17205	17850
8	16486	17002	17543	18200
9	16804	17330	17882	18552
10	17129	17665	18227	18910
11	17460	18006	18579	19276
12	17799	18356	18940	19650
13	18379	18954	19557	20291
14	18961	19554	20176	20933
15	19541	20153	20794	21573

