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Contract Database Metadata Elements

Title: Mohonasen Central School District and Mohonasen Teachers Association (2014)

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July 23, 2015 AGREEMENT BY AND BETWEEN THE MOHONASEN TEACHERS' ASSOCIATION AND THE MOHONASEN CENTRAL SCHOOL DISTRICT

The Superintendent and Board of Education of the Mohonasen Central School District ("District") and the Mohonasen Teachers' Association ("Association") hereby agree to the following amendments to the 2008-2013 collective bargaining agreement, as amended by the 2013-14 agreement. This memorandum of agreement shall not become effective unless and until they are approved and ratified by the Board of Education of the District and ratified by the Association.

- 1. **Term:** Four (4) years –July 1, 2014 to June 30, 2018
- 2. Article III (B)(2) is hereby amended to add new section (d) as follows:

Notwithstanding subsections (a), (b) and (c) above, tenured teachers may voluntarily agree to teach a 6th daily teaching assignment (for up to 30 periods per week or 31 periods per week for teachers of science and physical education), which may or may not be an additional preparation. Any teacher who accepts such an assignment will not be assigned a supervisory duty and will be paid an additional 12% of their base salary, for an additional daily assignment which lasts a full year, prorated for a partial assignment.

If the District chooses to request a 6^{th} assignment, it will do so in the following order:

- a. To any qualified bargaining unit member who was "laid off" due to a reduction in force which occurred in the previous two calendar years, and is on a preferred eligible list ("PEL"). This requirement shall not apply to any assignment for which the "reduction in force" was caused by a resignation, retirement or termination.
- b. To any other qualified bargaining unit member
- c. To any qualified bargaining unit member on the PEL for more than two years;
- d. To any non-bargaining unit member.

(current sections "d" and "e" shall be re-lettered "e" and "f", respectively).

3. Article III (B)(2)(e), Daily Planning Time, re-lettered "f" is hereby amended to add:

One (1) teacher planning period/block per month shall be directed by the District for things, including but not limited to:

- i. team meetings
- ii. CSE meetings
- iii. interdisciplinary planning time
- iv. parent meetings

v. training vi. data verification

The dates for the District directed planning periods/blocks shall be established and provided to the Association by the end of the first week of school. In addition, the agenda for such meetings shall be provided at least one week before the scheduled meeting date. If the agenda is not provided at least one week in advance, then the meeting will be cancelled and may not be rescheduled.

4. Article IV, Teacher Responsibility and Evaluation, is hereby amended to provide:

The Annual Professional Performance Plan for bargaining unit members required to be evaluated pursuant to Education Law Section 3012-c or 3012-d shall be conducted in accordance with the District's collectively negotiated APPR plan. Only members of the bargaining unit who are not required to be evaluated pursuant to the provisions of Education Law Section 3012-c or 3012-d shall be evaluated in accordance with the provisions of this Article.

5. Article XVII, Health insurance

Increase bargaining unit member contribution to premium to 16% in 2015-16, 17% in 2016-17 and 18% in 2017-18.

Bargaining unit members hired effective on or after July 1, 2016 shall pay 20% of the health insurance premiums for the plan chosen.

6. Compensation (Article XVIII):

a. 2014-15: Retroactive payment of \$450 per bargaining unit member, pro-rated when applicable, added to the base salary schedule

| b. | 2015-16: | 1% on base; eliminate professional development day; increase coaching and extra-curricular pay by 1% increase masters pay to \$725 increase longevity to \$2,650 |
|----|----------|--|
| c. | 2016-17: | 1% on base; increase Teaching Assistant to 41% and Nurse to 629 |

increase Teaching Assistant to 41% and Nurse to 62%; increase coaching and extra-curricular pay by 1% increase masters pay to \$825 increase longevity to \$2,750

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d. 2017-18: 1% on base

e. Coaching and Extra Curricular Positions: A District representative chosen by the Superintendent and a bargaining unit member chosen by the MTA will meet annually, to discuss the addition, deletion or amendment of positions.

7. Health Insurance Buy Out (Effective July 1, 2016)

Provided at least sixty eight (68) bargaining unit members decline coverage under the District sponsored health insurance plans, such employees shall receive a buy out as follows:

- a. in the first year a bargaining unit member opts out (s)he shall receive a one-time payment of \$2,000.
- b. in any subsequent year that a bargaining unit member opts out (s)he shall receive an annual payment of \$1,000. This shall apply to bargaining unit members who were not covered under District insurance in the 2015-16 school year and continue to opt out of coverage.
- c. Payments shall be made in two equal (50%) installments, one by January 31 and one by June 30 and are based on full year buy out.
- d. in any year that the number of bargaining unit members declining coverage under District sponsored health insurance plans falls below 68, no payments shall be made.
- e. Bargaining unit members who elect a buy-out must file written notice of exercising this option, with proof of other health insurance coverage, to the District's business office no later than May 15th, for a period of one year, effective July 1st.
- f. Bargaining unit members whose spouse is also in the MTA bargaining unit are eligible for the buy-out at the \$1,000 level.
- g. Re-entry into a Mohonasen health insurance plan will be upon a qualifying event or during an open enrollment period. The buy-out will be pro-rated if the unit member re-enters the Mohonasen health insurance plan during a plan year.
- 8. Article X, Leaves of Absence, Section A(1), the fourth paragraph, is hereby amended to delete the second sentence and to add:

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Personal leave may be taken without stating the purpose of the intended leave. However, it is agreed that personal leave remains subject to the restrictions and purposes set forth above, i.e., that such days shall not be used for social affairs, pleasure trips, part time employment or to extend a vacation and only one personal day may be used for the purpose of attending their own child's educational field trip.

9. Article XII, Teacher Appointment and Assignment, first sentence, is hereby amended to provide:

A teacher's annual assignment shall indicate the school levels (elementary, middle school or senior high), the class subject title and class level, if appropriate, and shall be distributed by June 1.

- 10. Article XVII(A)(1)(c) is hereby amended to add at the beginning of the sentence, "Except as otherwise required by law, ...".
- 11. Retirement Incentive see attached

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FOR THE DISTRICT FOR THE ASSOCIATION Jutnuer al Sprog Supermendent Mon Stoken July 23, 2015 President MFA 7/23/15

July 2015 AGREEMENT BY AND BETWEEN THE MOHONASEN CENTRAL SCHOOL DISTRICT AND THE MOHONASEN TEACHERS ASSOCIATION

WHEREAS, the Mohonasen Teachers' Association ("MTA") represents certain certified personnel employed by the Mohonasen Central School District ("District"); and

WHEREAS, the parties have agreed to a retirement incentive for eligible bargaining unit members;

IT IS HEREBY AGREED AS FOLLOWS:

For 2015-16:

1. Bargaining unit members who are in their first year of eligibility to retire in accordance with the rules of the New York State Teachers' Retirement System without a reduction of retirement benefits, and meet the criteria set forth in #2 below, will receive a "payment" of \$15,000, payable as follows: \$5,000 payable by the District to a 403-b account in the employee's name and the remainder as a credit toward the employee's share of health insurance premium cost in retirement.

2. In order to be eligible for this payment, the bargaining unit member must:

a. be employed by the District for a minimum of ten (10) years, prior to retirement;

b. submit his/her irrevocable letter of resignation for retirement purposes no later than February 1, 2016, for acceptance by the Board of Education.

c. retire effective on or before August 31, 2016, dependent on the teachers date of birth.

For 2016-17:

1. Bargaining unit members who are in their first year of eligibility to retire in accordance with the rules of the New York State Teachers' Retirement System without a reduction of retirement benefits, and meet the criteria set forth in #2 below, will receive a "payment" of \$15,000, payable as follows: \$5,000 payable by the District to a 403-b account in

the employee's name and the remainder as a credit toward the employee's share of health insurance premium cost in retirement.

2. In order to be eligible for this payment, the bargaining unit member must:

a. be employed by the District for a minimum of ten (10) years, prior to retirement;

b. submit his/her irrevocable letter of resignation for retirement purposes no later than February 1, 2017, for acceptance by the Board of Education.

c. retire effective on or before August 31, 2017, dependent on the teachers date of birth.

For 2017-18:

1. Bargaining unit who are in their first year of eligibility to retire in accordance with the rules of the New York State Teachers' Retirement System without a reduction of retirement benefits, and meet the criteria set forth in #2 below, will receive a "payment" of \$15,000, payable as follows: \$5,000 payable by the District to a 403-b account in the employee's name and the remainder as a credit toward the employee's share of health insurance premium cost in retirement.

2. In order to be eligible for this payment, the bargaining unit member must:

a. be employed by the District for a minimum of ten (10) years, prior to retirement;

b. submit his/her irrevocable letter of resignation for retirement purposes no later than February 1, 2018, for acceptance by the Board of Education.

c. retire effective on or before August 31, 2018, dependent on the teachers date of birth.

4. This agreement shall sunset on August 31, 2018 and shall have no further force or effect, except as to payments due on or after that date.

5. This agreement is subject to the approval of the Board of Education of the District.

FØR/THE DISTRICT berintendent of

FOR THE MTA 123/15