

Marion Central School District
Marion, New York 14505

Employment Contract

Between

Superintendent of Schools

And

Marion Teachers Association

July 1, 2023 – June, 30, 2026

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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 as a teacher may elect in writing. Deductions shall be made under the following conditions:
 - 1. The Association agrees to provide copies of any executed dues authorization cards or other authorization signed by unit members to the District's business office. The District shall have no obligation whatsoever to deduct dues from any employee unless the District has been provided a copy of a properly signed authorization. Once received, the District agrees to deduct from the salaries of bargaining unit members the amount of dues authorized by such member and in accordance with the terms of the signed authorization.
 - 2. 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.
 - 3. 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.
 - 4. The District agrees to abide by the terms and conditions of revocation of a properly signed dues authorization card consistent with the terms and procedure outlined on the dues authorization card pursuant to the requirements of New York State Civil Service Law.

5. The right to such membership dues deduction shall remain in full force and effect until:
- i. an individual employee revokes membership in the employee organization in writing in accordance with the terms of the signed authorization; or
 - ii. the individual employee is no longer employed by the public employer, provided that if such employee is, within a period of one year, employed by the same public employer in a position represented by the same employee organization, the right to such dues deduction shall be automatically reinstated.
- 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. Notwithstanding the preceding definition, in years where Labor Day occurs before September 5th, the school year will commence in the last week of August, and the District may schedule a Superintendent's Conference Day in the last week of August.
- 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. 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 March 1st 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 ten (10) school days, it shall be presented to the Superintendent.
- F. If the grievance is not resolved by the Superintendent within twenty (20) 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 MTA president or their designee will be invited to the Curriculum and Instruction Council’s planning meeting(s) for the Superintendent’s Conference Day in order to provide feedback and input. 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 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 continuous 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 scheduled 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 at least 181, but 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 of a weather related Emergency Closing of the District, members of the bargaining unit will not be required to work unless such day of instruction shall be required for the District to achieve the minimum days of instruction required by the State of New York, in which event the District shall, in the sole discretion of the Superintendent of Schools, schedule a make-up day from remaining scheduled holidays. In the event of a non-weather related Emergency Closing of the District or of an individual building(s), members of the bargaining unit may be required to work, either in person, or via remote instruction, as required by the District in the sole discretion of the Superintendent of Schools.

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.
 - i. Regarding assignments beyond the guidelines set out in “a.” above, the District may offer an assignment of an additional class period to a member of the teaching staff for either the entire academic school year, or for one half of the academic school year. The decision of whether to offer an additional class period, and to whom such offer shall be made, rests in the District’s sole and absolute discretion.
 - ii. To compensate a member of the teaching staff for performing the additional duties incumbent in being assigned additional class period(s) of instruction, they shall be entitled to additional payment based on the ratio the additional assignment to their annual base pay (e.g. they would receive 1/6 of their current annual pay for a course lasting the entire academic school year. Courses lasting less than a full academic school year would be prorated accordingly).

- iii. Additionally, to compensate a member of the teaching staff who voluntarily accepts additional class period(s) of instruction for preparation for the new assignment, they shall be entitled to, in the case of a full year assignment, three (3) days' pay at the then current BOCES hourly curriculum rate. In the event the assignment is for less than a full academic school year, the pay entitlement would be prorated accordingly. The parties acknowledge and agree that the preparation for the new assignment shall take place outside of the member's contractual work time.
- 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. The district has the administrative right to assign instructional duties to teachers during the activity period (currently 9th period). This assignment would be in lieu of an equivalent instructional period assignment in the remaining periods of the instructional day, and will not exceed limits set by Article IX C 1a of this contract.
 - 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.

D. Coverage Compensation Procedure

1. Unit members who agree to cover the class of an absent unit member will be remunerated at the rate of twenty (\$20.00) dollars per class period of such coverage.
2. When coverage is needed, the Building Principals' office shall solicit volunteers, and the final assignment to provide coverage will be allowed only with the Building Principal's approval. Only unit members that have a non-instructional period during the time needed may provide coverage.
3. Unit members who volunteer to provide such coverage shall not be entitled to any other compensation or consideration of any kind, nor shall this compensated surrender of a non-instructional period be the basis of a grievance or other claim under the CBA, or elsewhere.

Article X – Teacher Observation

The Superintendent and MTA President have full authority to execute the APPR plan based on the recommendations received from a team comprised of MTA and District representatives. It is the understanding of the parties that the APPR plan will be created and submitted as per legislative statute.

For those unit members who are not subject to the APPR regulations, the following evaluation and observation practices will continue.

- A. The chief purpose of professional observation is the improvement of instruction and the professional in a constructive and professional manner. Objectives of the professional observation program include the Professional'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 professional performance shall be conducted openly and in accordance with the procedures mutually agreed upon by the parties and with the full knowledge of the professional. A professional 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 professional 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 professional within 5 days after the post observation conference.

2. Professional observations will be scheduled as follows: probationary professional shall be observed by administration twice a year, more often as needed. The initial observation of a probationary professional should be made as soon as possible.
 3. Tenured professionals shall be observed annually or can choose an option to observation, as described in the APPR. Tenured professionals must be observed every three years. A professional 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 professional, 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 professional.
- E. The professional 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. Professional comments may be added to the written report and the report shall be signed by both the observer and the professional within five (5) school days following the conference. Any professional shall have the right to a conference with the Superintendent and observer concerning an unsatisfactory observation, and, if requested by the professional, a representative of the Association may be present.
- F. 1. Every professional shall have the right, upon request, to review the contents of his/her personnel file, except letters of reference and recommendation, and professionals 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 professional's request, accompany the professional at the time of file review.
2. A professional will be notified and a conference scheduled, at a mutually agreeable time, by the administrator to inform of and discuss with the professional any reports that have been written that will be placed in the professional personnel file. The professional will be contacted within five (5) school days of the incident.
- G. Any complaints regarding a professional 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 professional with the professional/administrator being continuously informed of the status of the complaint while under investigation. The professional/ 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 professional shall not be used as a basis for adverse criticism on the observation form of said professional unless accompanied by a statement of the help rendered and the results of such help in respect to the performance of the professional. Request for assistance by the professional should be made in writing.

Article XI –Professional Evaluation

- A. An evaluation will be completed annually for each tenured professional (by June 1st) and two times each year for each probationary professional.

- B. Professional evaluations shall be done only by certified administrative personnel and shall be signed by said personnel.
- C. Each first year probationary professional shall be given a sample copy of the evaluation form and the evaluation process shall be explained to the professional no later than the first month of school.
- D. Requests for assistance by a probationary professional 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 professional.
- E. The evaluation may include a self-evaluation completed by the professional and shall include a meeting between the professional and the administrator prior to the administrator's completion of the evaluation. Both parties will sign the evaluation. The professional's signature will indicate that the professional has reviewed the document, but it will not necessarily indicate the professional agreement with the content of the document.
- F. If the professional wishes, the professional 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 professional 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 or persons whose relationship is such that they are reasonably construed, at the sole discretion of the superintendent, to be members of the immediate family. 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. Extended sick leave shall not exceed a total of 180 days 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

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. Effective July 1, 2023, Healthy Blue 30 (\$30 co-pay with a \$5/\$35/\$70 Drug Rider) will be the base plan.
 - b. The District's contribution to the premium cost of the base plan shall be as follows:
 1. Effective upon ratification, teachers hired before June 30, 2005 - 85% 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. 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. Members also have the option to enroll in the lowest Signature HDHP (currently \$1,500/\$3,000 deductible) plan. The District will be responsible for covering 100% of the premium cost of this plan for both single and family policies unless the combined cost to the District of the premium and the HSA contribution set forth below exceeds the District's contribution of the premium cost of the base plan, in which event the member will pay the full amount of the excess.
 - a. Additionally, new enrollees will receive a 100% contribution into an HSA of the then current in-network deductible (currently \$1500/\$3,000) when their coverage becomes effective, July 1st. In On or about the following January 1st of 2024, new enrollees will receive an additional 50% contribution into an HSA of the then current in-network deductible (currently \$1500/\$3,000). Thereafter, on the next subsequent January 1st and each subsequent January 1st while the member remains enrolled in the Signature HDHP

plan the member will receive an additional 100% contribution into an HSA of the then current in-network deductible (currently \$1500/\$3,000). **

** For the 2023-2024 fiscal year only a new enrollee may elect to reverse the order in which the 100% and the 50% contributions referenced in this paragraph are made; i.e. 50% when their coverage becomes effective, July 1, 2023 and 100% on January 1, 2024.

- b. The District will offer an HSA plan for eligible employees. Administrative fees will be the responsibility of the employee.
 - c. For any Teacher hired mid-year during any school year, the District will contribute a pro-rated amount to that Teacher's HSA based upon the annual contribution indicated above for the applicable calendar year.
3. Full-time teachers may elect to accept a cash opt-out payment in the amount of \$2,150 yearly in lieu of the medical insurance contribution if they arrange for alternative medical insurance coverage.
- A. The School District agrees to contribute to the premium cost for a single or family-type contract (including qualified dependents as designated by such plan) for the FLASHP offered Excellus Dental Blue Options Modified plan for any active teacher as follows:
- 1. Effective upon ratification, teachers hired before June 30, 2005 - 85% 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. 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.
- C. 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.
- D. 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.
- E. 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. Under the Patient Protection and Affordable Care Act, unit members who do not have health insurance with the District and do not provide proof of medical insurance coverage through a spouse's employer sponsored group health plan are not permitted to receive HRA or HSA monies.
1. Unit members who are entitled to receive HRA or HSA money from the District, but are not eligible for such money under the Patient Protection and Affordable Care Act, will receive a stipend in the amount listed above for the respective year.
 2. The stipend shall be paid as a separate check, with appropriate taxes deducted; on the date that the HRA credits and HSA contributions are paid to other employees.
 3. Any money paid under this section is not a voluntary election for unit members.

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 Patient Protection and Affordable Care Act and/or IRS tax codes, this provision shall be modified only to the extent necessary to be compliant.

Health Insurance Reopener

- H. In the event that the carrier in force ceases to offer the base plan then either party may, upon due notice in writing to the other party, reopen the provisions of this Agreement for negotiations related to the base plan for health insurance and/or dental insurance.
- I. In the event that the district or its carrier become subject to the Code Section 4980I Excise Tax on High Cost Employer-Sponsored Health Coverage ("Cadillac Tax") pursuant to the Affordable Care Act, then either party may, upon due notice in writing to the other party, reopen the provisions of this Agreement for negotiations related to any health benefit that triggers or increases the amount of the Cadillac Tax.

Survivor Health Insurance Benefits

J. Survivor Health Insurance

In the event that a member dies in service, the District will provide health and dental insurance to the surviving spouse and dependent children for up to ten (10) months after the death of the member. The District's contribution rate shall remain at the same percentage. This benefit is only available to members who have completed at least five years of full-time equivalent service in the District.

Article XV - Salaries and Related Matters

A. Teacher Salary

1. The parties agree that returning teachers will receive the indicated percentage increase on their base salary from the previous school year as follows:

2023-2024 School Year	4.00%
2024-2025 School Year	4.00%
2025-2026 School Year	4.00%

3. National Board Certification - \$1,000 annual stipend to be paid every year for the duration of the certification.
 4. 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.
- B. 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 C 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 **February 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 Master's Degree with a second certification area or at least 30 additional credits beyond a Master's Degree as required by for NYS Certification in current assignment, \$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/professional 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, B+, A-, A or A+ has been earned for the approved course. If the course is ungraded a satisfactory or passing comment must be received. The remaining half of the tuition will be paid when the teacher has achieved both tenure in the District and permanent/professional certification. The teacher will agree to return for at least two (2) years after reimbursement.

- b. For courses taken after permanent/professional 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, B+, A-, A or A+ has been earned for the approved course. If the course is ungraded a satisfactory or passing comment must be received. 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 twenty, three-hour graduate courses. The funds will be evenly distributed by all employees who apply for Tuition Reimbursement. If the courses cannot be evenly distributed, any remaining courses will be given to the person whose request was first received by the District Office.

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 \$0/\$30/\$50 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. Anyone who retires on or after June 30, 2014, will be eligible for Medicare Blue Choice or, if living outside the area, Medicare PPO or Supplemental C, with a 50%/50% employer/employee contribution rate after age 65.
 - c. The retirees' contribution rate prior to age 65 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.
 - d. 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 prior to age 65 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 a increase in the contribution rate for active members. Anyone who retires on or after June 30, 2014, will be eligible for the dental plan with a 50%/50% employer/employee contribution rate after age 65. 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. Interscholastic Athletics

1. Coaches' Salaries

The experience level of a coach shall be determined as the number of years he/she has been paid to coach in the position to which he/she has been appointed during the current school year. However, in the event a coach is appointed to a position in the same sport, the previous years' paid coaching experience in that sport, served in our district, shall be credited to the coaches' experience in determining his/her level of experience. Level of experience will be awarded to coaches who have served in our district and who are appointed to the same position or to a new position in the same sport. Experience credit for coaching outside the district may be awarded at the Superintendent's discretion.

2. Coaching Positions by Group

Group I

Varsity Basketball – (2) 1 Boys, 1 Girls

Varsity Indoor Track – 1 Coed

Group II

Varsity Soccer - (2) 1 Boys, 1 Girls

Varsity Cross Country – 1 Coed

Varsity Volleyball – 1 Girls

Varsity Outdoor Track – 1 Coed

Varsity Baseball – 1

Varsity Softball – 1

Group III

Varsity Tennis - (2) 1 Boys, 1 Girls

Varsity Golf – 1 Boys

JV Basketball - (2) 1 Boys, 1 Girls

Asst. Indoor Track – (2) Coed

Group IV

JV Soccer – (2) 1 Boys, 1 Girls

JV Volleyball – 1 Girls

Asst. Outdoor Track - (3) Coed

JV Baseball – 1

JV Softball – 1

Group V

Modified Soccer – (2) 1 Boys, 1 Girls

Modified Volleyball – 1 Girls

Modified Basketball – (2) 1 Boys, 1 Girls

Modified Baseball – 1

Modified Softball – 1

3. Coaches Pay Schedule

2023-2026

Group	1-4 years	5-8 years	9 and Up
I	\$5,700	\$6,700	\$7,700
II	\$4,500	\$5,500	\$6,500
III	\$3,900	\$4,900	\$5,900
IV	\$2,700	\$3,700	\$4,700
V	\$2,000	\$2,500	\$2,970

4. Coaching Service Credit

An annual service credit will be awarded to all coaches who have achieved one of the experience levels below in the same sport.

10 – 14 years	\$350
15 – 19 years	\$700
20 – 24 years	\$ 1,050
25 plus years	\$ 1,400

5. State Competition Reimbursement

Coaches who attend a state competition 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 competition 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).

6. Athletic Director – .5 Position

2023-2026

1-4 years	5-8 years	9 and Up
\$7,500	\$8,700	\$9,900

- a. An annual service credit will be awarded to the Athletic Director once he or she has achieved one of the experience levels below in the position.

10 – 14 years	\$350
15 – 19 years	\$700
20 – 24 years	\$ 1,050
25 plus years	\$ 1,400

- b. The Athletic Director shall receive up to 2 weeks of pay for summer work based on the BOCES hourly rate.

7. Athletic Event Staff

POSITION

Supervisors (per event)

Timers, Scorekeepers, Ticket Sellers (per event)

STIPEND

\$85.00

\$60.00

B. Extra-Curricular Clubs/Pay Scale

<u>Group</u>	<u>2023-2026</u>
I	\$600
II	\$1,300
III	\$1,700
IV	\$2,100
V	\$2,500

Group I	Group II	Group III	Group IV	Group V
Class Advisor, Grades 7-12*	Model UN	NHS Advisor	High School Student Council Advisor	High School Yearbook Advisor (2)
	Elementary School Student Council	Elementary School Yearbook Advisor		
	Ski Club (4)	Elementary School		

	2 – High School 2 – Elementary	Intramurals		
		Mileage Club (2)		
		Foreign Language		
		H.S. FFA MES Farm Club		

*In the event two individuals are appointed Class Advisor for Grades 7 through 11, they shall split the listed stipend equally.

In the event two individuals are appointed Class Advisor for Grade 12, they shall each receive the listed stipend.

Appointments as Class Advisor made after the start of the instructional year shall be pro-rated from date of appointment to the end of the instructional year.

Advisors for Extracurricular Clubs that are unable to meet due to lack of membership or extended school closing will be paid a pro-rated stipend based on the length of the school year completed before the end of the club. Activities that can meet virtually during an extended closure will do so and those Advisors will continue to be paid for that time. Advisors who enter a contractual leave will be paid a pro-rated stipend based on the length of the year completed. Advisors who agree to finish a club for which the advisor has gone on a contractual leave will be paid the remaining stipend.

C. Extra-Curricular Music Positions/Pay Scale

Group	2023-2026
I	\$1,600
II	\$2,100
III	\$3,100
IV	\$4,100

Group I	Group II	Group III	Group IV
Show Choir Music Director	Musical Set Designer	Assistant Musical Director	Marching Band Director
Show Choir Dance Instructor	Audio Visual Director	Color Guard Director	Musical Director
Jazz Band Director			

D. Extra-Curricular Procedures

1. Formation of New Clubs

Any teacher wishing to conduct a new club shall submit a written request to the Building Principal within one month of the beginning of each school year. The request will include a description of proposed activities and duties of the advisor. The principal shall review the request and forward it, along with recommendations, to the Superintendent and Marion Teachers Association President for approval. The teacher will receive written notification of approval or disapproval from the Superintendent prior to the first meeting of the club.

2. Coaching / Extra-Curricular Payment Options

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.

3. **Past Club Compensation**

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. Prior approval must be obtained from the Superintendent.

4. **Appointment Process**

All Coaching and Extra-Curricular activity positions are one year appointments. Positions will be posted exactly as listed in the contract on a yearly basis for any MTA member or non-member to apply. MTA members will be given preference over non-members pending they meet qualifications necessary to perform the duties required for the position. If any position listed in the contract is to be altered or not posted for any reason, the MTA will be notified by a district administrator prior to the posting with rationale for the change.

5. **Annual Review**

All extra-curricular positions are subject to an annual district review process regarding active student participation and alignment to district prerogatives. Prior to the end of each school year, the club advisor will submit to their building Principal a brief summary of the club's activities during that year and any recommendations for improvement for the following year. Clubs may be removed or replaced after such a review.

E. **Chaperones**

- i. Chaperones on field trips during the school day that extend into the evening or morning hours, resulting in a workday of less than 12 hours will be paid the event supervision rate.
- ii. Chaperones on field trips during the school day that exceeds 12 hours or more or turns into an overnight will be paid \$100.
- iii. Trips including a weekend day, shall be paid twice the event supervision rate for the weekend days and the regular supervision rate for the weekdays.
- iv. If the travel is for activities for which an advisor is paid to supervise a club, the travel shall not be eligible for a stipend.
- v. MTA members who chaperone a field trip outside the US will not receive supervision pay, but will be allowed to attend the trip without taking any leave time.

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 its 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, 2023, and shall remain in force until June 30, 2026.

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.

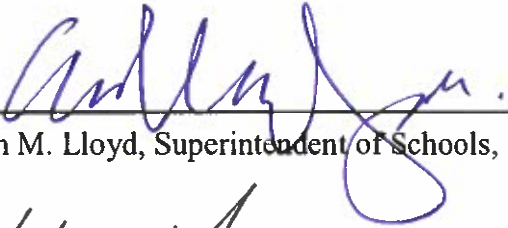
Article XXI - Legal Services

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



Dr. Ellen M. Lloyd, Superintendent of Schools, Marion CSD

7/21/23.

Date



Michael Herlan, President, Marion Teachers' Association

8/31/23

Date