

# **AGREEMENT**

**Between the**

**Medina Central  
School District**

**and**

**Medina Teachers'  
Association**

**July 1, 2019 - June 30, 2024**

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ARTICLE I  
**RECOGNITION**

- A. The Medina Central School Board recognizes the Medina Teachers' Association as the exclusive representative for the purpose of negotiating collectively in the determination of, and the administration of, grievances arising under the terms and conditions of employment of its employees, as provided under Article 14 of the Civil Service Law, within the negotiating unit consisting of all full and part-time certified teachers as prescribed under Part 30 of the Rules of the Board of Regents, all Teaching Assistants, and all full and part-time Registered Nurses.
- B. Such recognition shall extend until challenged in accordance with those applicable provisions of Section 208 of Article 14 of the Civil Service Law.

ARTICLE II  
**PRINCIPLES**

Attainment of the objectives of the educational program conducted in the public schools of the Medina Central School District requires the mutual concern, understanding, and the cooperation of the Board of Education, the Superintendent, and the Professional Staff. To this end, free and open exchange of views is desirable, proper, and necessary.

- A. In order to facilitate the objectives of the educational program conducted in the Medina Central Schools, a liaison committee composed of the Superintendent of Schools and/or Chief Negotiator of the Board, the President of the Teachers' Association and/or Chief Negotiator will meet as often as it seems appropriate.
- B. The Board of Education, both as a State Agency and as the legally constituted governing body of the district, which receives its mandate from the citizens of the school district, does exercise the legal responsibility for educational policy. Accordingly, all major recommendations related to planning, organization, administration, and use of the schools must be placed before the Board for final approval and policy determination.
- C. All employees of the District have the responsibility to work within the procedures and under the administrative organization established by the Board of Education. The school administrators exercise the authority and bear the responsibility necessary to carry out the Board policies related to the educational program.
- D. All policy or regulations of the Board of Education will be found on the District's website, [www.medinacsd.org](http://www.medinacsd.org), and will be continually updated.
- E. The Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE III  
**CONFORMITY TO LAW**

If any provisions of this Agreement are, or shall be, at any time, contrary to law, such provision shall not be applicable, performed, or enforced, except as to the extent permitted by law. In the event that any provision of this Agreement is, or shall be, contrary to law, all other provisions of this Agreement shall continue in full force and effect.

In the event that said provision shall be declared contrary to law, such provision shall be mutually modified by the parties to the extent necessary to conform to the law.

ARTICLE IV  
**GRIEVANCE PROCEDURES**

A. Definitions - As used herein, the following terms shall have the following meanings:

1. "District" shall mean Medina Central School District.
2. "Board" shall mean the Board of Education of the District.
3. "Administrator" shall mean one holding proper supervisory certification and empowered by the Board of Education to exercise authority over any member of the Medina Teachers' Association.
4. "Teacher" or "Teachers" shall mean any or all professional personnel covered by this Agreement.
5. "Grievance" shall mean any alleged violation, misapplication, or misinterpretation of this Agreement.
6. "Time Limits Waiver" shall mean time limits set shall not include Saturdays, Sundays, or holidays, and the time limits may be waived as agreed to by the parties if the problem is of such a nature it cannot reasonably be answered or submitted within the said time limits.

B. Basic Standards and Principles - Every teacher shall have the right to present his/her problem in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his/her own choice at all stages thereof. Teachers and administrators will make every reasonable attempt to resolve a grievance within the scope of their authority informally, prior to using the grievance procedure. "Grievance" matters, as described in numbers 1 through 3 of part C, "Procedural Requirements Appeal", will be conducted in closed sessions.

C. Procedural Requirements Appeal - A three-level procedure for the resolving of grievances is hereby established as follows, provided, however, that problems presented under this procedure shall be presented within ten (10) days of the incident causing the problem:

1. The first step shall consist of the employee's presentation of his/her grievance in writing to his/her immediate Administrator. The written grievance will include (1) the specific applicable provision of the Agreement, (2) date of the alleged grievance, (3) name of the Administrator responsible for the alleged grievance, (4) date of the formal filing, (5) a brief description of the grievance, (6) signed by the aggrieved party. If, in the opinion of the Association President, the situation in question is determined to be a "class grievance", it will be signed jointly by the Association President and Grievance Chairperson. Every reasonable attempt will be made to settle the grievance at this level. If the grievance is not satisfactorily resolved within ten (10) days, the employee may proceed to the second step.
2. The second step shall consist of a request by the aggrieved employee for a review and determination of his/her grievance by the Superintendent. Within ten (10) school days of the request for such meeting, the Superintendent will meet with the aggrieved and his/her representative (if requested by either party) to discuss the grievance. The Superintendent will give his/her answer in writing to the aggrieved within ten (10) days from the conclusion of the meeting. If the determination is not satisfactory, the aggrieved may, within five (5) days, submit the grievance to the third step.
3. The third procedural step shall consist of a request by the aggrieved employee for a review of his/her problem by the Board of Education.
  - a. Board of Education - If the teacher and/or the Association are not satisfied with the decision at step 2, the Grievance Committee will file an appeal in writing with the Board of Education within five (5) school days after receiving the decision at step 2. The grievance record maintained by the Superintendent shall be available for the use of the Board of Education.
  - b. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The grievant(s), Grievance Chairperson, and the Medina Teachers' Association President shall be notified in writing of the time and place of the Board Hearing at least five (5) days prior to said hearing. The hearing shall be conducted in executive session.
  - c. Within seven (7) school days after the conclusion of the hearing, the Board of Education shall render a final decision, in writing, on the grievance.

4. After such hearing, if the Association is not satisfied with the decision at Level 3, it may submit the grievance to arbitration by written notice to the Superintendent within ten (10) school days of the decision at Level 3.
  - a. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, or the dispute shall be submitted to the American Arbitration Association to be resolved. The parties will then be bound by the rules and procedures of the American Arbitration in the selection of an arbitrator.
  - b. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.
  - c. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement.
  - d. The decision of the arbitrator shall be final and binding upon all parties.
  - e. The cost of the services of the arbitrator will be borne equally by the Board and the Association.
- D. Other alleged violations, misinterpretations, or inequitable application of existing rules, procedures, regulations, administrative orders, or work rules of the Board or of any of the Board's duly appointed representatives may be considered under the above procedure, with the exception that step C-4 "Arbitrations" shall not be applied.

ARTICLE V  
**NEGOTIATION PROCEDURES**

- A. By February 1st of the year involved, the parties will enter into negotiations over a successor agreement. When consensus of the parties is reached covering an issue under discussion, the proposed resolution of said issue shall be reduced to writing as a memorandum of understanding. When all issues have been mutually resolved, this proposed agreement shall then be submitted to the Superintendent, the Board of Education, and the Association. After ratification by the Association and the Board of Education, the Association President and Superintendent shall formally sign the Agreement.

- B. The Association and the Board agree that the chairperson of each negotiating committee shall be acknowledged as the "official" spokesman for the committees, though all members of both committees may participate in negotiations.
- C. The Association and the Board agree that all negotiations will be conducted in closed sessions and in accordance with ground rules established prior to bargaining. It is also agreed that neither party will publish demands or items that will affect demands or disagreements unless the other party is notified in advance and agrees to a news release prior to the issuance of a fact finder's report.
- D. Either party may, at its discretion, bring into the negotiations three (3) outside advisors. If more than three (3) advisors will be present, 24-hour prior notification will be given.
- E. In the event of an impasse, the Board and the Association shall use the services of the New York State Public Employment Relations Board, which will assist the parties in arriving at an agreement.
- F. Upon request to the Superintendent, information from the public records will be made available to the Negotiations Committee of the Association.
- G. Proposals presented to the Board by the Association on a selected date will constitute the total request to be made by the Teachers' Association.
- H. The parties agree that each may bring to negotiations a person to take notes for its own team use. This person may be in addition to the negotiating team.
- I. The Association and the Board agree to confer in good faith in accordance with the provisions of Public Employees Fair Employment Law, Article 14 of the Civil Service Law.
- J. 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 VI  
**EVALUATION OF TEACHERS**

Evaluation of teachers will be in accordance with the State Education Department approved Annual Professional Performance Review, APPR plan. Evaluation shall be conducted by administrators for the following purposes:

1. Recognize and reinforce positive practices and contributions
  2. Discuss areas that could be strengthened or improved
  3. Assist in informing decisions pertaining to retention, tenure, or other personnel matters
- A. Who Can Observe - Observations for the purpose of evaluation will be conducted by anyone empowered by the Superintendent of Schools who holds proper certification. However, unit members will not evaluate unit members.
- B. Who Is To Be Observed - Non-tenure and tenure teachers will be observed.
- C. Number of Observations - All non-tenure teachers will be observed for the purpose of evaluation at least three (3) times each school year. All tenure teachers shall be observed in accordance with the current APPR document. Any observations will not occur prior to October 1st or after May 15th.
- D. Notification of Observations – Notice should be given in accordance with the current APPR agreement when a teacher is observed for the purpose of evaluation for the very first time in this district. Subsequent observations do not require advance notice.
- E. Number of Forms - The observer(s) will complete three (3) copies of all evaluation forms. One copy is for the observer's files, one for the teacher, and one copy for the Superintendent's file. All copies must be signed by both the observer and the teacher (unless the teacher refuses to sign) indicating that they have seen the forms before they are filed.
- F. Basis for Evaluation - The administrator observes the lessons openly in the classroom or teaching station. However, the overall evaluation will include the teacher's professional role in the total school and community setting. Teacher participation or non-participation in extra-curricular activities shall not be a consideration for evaluating teacher classroom performance.
- G. Teacher Responsibilities - The teacher should give plans or the plan book and a text, if one is being used, to the observer when he/she comes into the room. The teacher should give the objective(s) of the lesson to the observer when he/she comes into the room.
- H. Follow-up Conference - A conference is to be held between the evaluator and the person being evaluated after each observation, and copies of the evaluation form must be signed by both the evaluator and the person being evaluated indicating the conference took place. The follow-up conference, if possible, will be held within two



(2) days, but no later than six (6) working days, after the observation. Because of conditions not under control by the teacher or administrator, this time limit may be extended. If the teacher being evaluated refuses to sign this form, it shall be placed in the teacher's personnel file upon signature of the evaluator.

- I. Recommending Termination/Continuation - The principal will recommend to the Superintendent the termination of the employment of a non-tenure teacher as soon as it has been decided that the teacher has had as much assistance as possible, and the results do not meet expectations. If there is a teacher whose continued employment is in doubt, more than the minimum of three (3) observations for the purpose of evaluation will be made, and another administrator will also evaluate.

When an administrator feels he/she has given as much administrative assistance as possible, and before any notification of termination of employment is given to a non-tenure teacher, a second observer must be called in for an observation, evaluation, and conference. Copies of the evaluation form must be signed by both the evaluator and the person being evaluated indicating the conference took place. The termination of a non-tenured teacher shall follow the timelines provided in Education Law.

The Superintendent will notify the teacher in writing that the teacher will be retained for the following year. This is to be done before salary agreements are distributed, but no later than 5 days after the May Regular Business Meeting of the Board of Education.

- J. Evaluation Review Procedure - If a teacher has received written notification from his/her principal on the form that there is a possibility of not being retained because of classroom capabilities, that teacher may request that a qualified third observer, as described in section A, be called in for an observation. Any teacher may request evaluation by a second certified administrator of the school district, who is agreeable to both parties, should said teacher be dissatisfied with the evaluation given by the primary observer.

K. Evaluation Instrument

1. A committee of two (2) teachers appointed by the Medina Teachers' Association and two (2) administrators will be formed to review the existing observation/evaluation instrument. Upon recommendation of the committee, the evaluation instrument shall be changed to reflect said review and sent back to the respective parties for ratification.
2. A specific evaluation instrument for related service providers, i.e. Counselor, Social Worker, or Psychologist, will be developed using the same committee referred to in K(1) above. Along with the committee members, related service providers, may participate in the preparation of the evaluation instrument.

ARTICLE VII  
**PAYROLL DEDUCTIONS**

A. Dues

1. The Board will deduct from the salaries of all individuals represented by the Medina Teachers' Association as outlined in Article I, Paragraph A, the amount equivalent to the dues levied by the Medina Teachers' Association, the New York State United Teachers, and the American Federation of Teachers. A list of individuals to be excluded from this procedure will be presented to the school business office by the MTA Treasurer no later than two (2) full weeks prior to the first full pay of the school year.
2. Deductions referred to in Section 1 above shall be made in the following manner: The total annual unified Association membership dues shall be deducted in equal installments from the first twenty (20) full paychecks.
3. The Board shall forward to the Medina Teachers' Association all dues deduction for each pay period on the pay date on which these deductions are made.

B. Traditional 403(b), Roth 403(b), Traditional 457(b) Plans

1. The Board agrees to make available deductions of above plans for a maximum of thirty (30) carriers for tax-sheltered annuities based on the following Rules for Solicitation by agents:
  - a. All agents are to contact the Business Administrator prior to solicitation of any employee. Solicitation shall be upon the request of the Teachers' Association and the Business Officer. All companies who have expressed an interest in providing tax-sheltered annuities for the Medina Central School District will be contacted and afforded the opportunity to solicit according to the rules established by the MTA Executive Board.
  - b. The agents will then meet with the MTA-TSA Committee to arrange a time and place to present their program to a large group of teachers. Individual solicitations should be arranged at this time.
  - c. All solicitation must be pre-arranged by the company and the teacher. The opportunity will be afforded to the company to distribute literature in the teachers' mailboxes, and a sign-up sheet may be posted in the faculty rooms for each company.
  - d. An employee wishing to change deductibles for tax-sheltered annuities will submit those changes to the business office in writing.
  - e. The Board shall forward to the designated tax-sheltered annuities all monies deducted as soon as they are appropriately billed.

### C. Credit Union

1. The business office will deduct amounts due to the Credit Union for any Credit Union member who individually and voluntarily authorizes the business office to deduct and transmit monies to the Credit Union. Such deductions shall be made in accordance with the following procedure:
  - a. The Credit Union shall transmit to the Business Office, on or before the fifteenth (15th) of any given month, a list containing the names of persons for whom signed deduction authorizations are in the business office's possession, and the amount to be deducted from salary of each member during the following month.
  - b. The deduction shall be made from the first paycheck following the beginning of the month in which payment to the Credit Union is due, and the total deducted shall be transmitted to a designated representative of the Credit Union on the pay date on which deductions are made.

## ARTICLE VIII **LEAVES**

### A. Sick Leave

1. Teachers shall receive fourteen (14) days per year, and unused sick leave shall accumulate from year to year. Personnel hired for more than ten (10) months will receive one (1) additional day for each contractual month. Unused sick leave accrual for teachers for the purchase of medical benefits coverage upon retirement would equal up to fourteen (14) days per year. If a personal business day without reason is used, one day will be deducted from sick leave accrual.
2. Any and all time away from work for purposes of personal medical or dental exams, doctor's appointments, dentist's appointments, emergency room/hospital exams, etc., will be deducted from the teacher's accumulated sick leave days.
3. Tenure teachers shall receive unlimited sick leave in a school year.
4. The Board may extend sick leave benefits as it sees fit upon the expiration of one (1) school year.
5. The Board, if it so chooses to terminate the unlimited sick leave after the expiration of one (1) school year, will notify the individual involved thirty (30) days in advance.

## B. Emergency

1. Notification of an emergency will be given to the Building Principal. The principal will discuss the request for emergency leave with the Superintendent and communicate the final decision to the teachers. He/she will decide if one of the following situations exists:

- a. Serious illness of a person or persons within the immediate household unit or mother or father (or anyone who may have acted in this capacity). Emergency days will not be deducted from sick leave accrual.

NOTE: Routine/minor illness of a family member (even with a doctor's visit) will no longer be covered under emergency leave, but will be deducted from the teacher's accumulated sick days. A sudden, serious accident or illness will still be covered by emergency leave. The final determination of this will rest with the Superintendent of Schools.

- b. Birth

- c. Death in the immediate family which is defined as spouse, child, parents (or anyone who may have acted in this capacity), brother or sister, mother-in-law or father-in-law, sister-in-law or brother-in-law, grandparent or anyone living in the immediate family unit

- 2. The term of the leave will be at the discretion of the Superintendent.
- 3. Emergency leave will be granted with no deduction in salary.
- 4. There will be no loss of sick leave under the above circumstances.
- 5. Upon return from emergency leave, the teacher will complete a form attesting to the nature of the emergency and the amount of time away from work.

## C. Personal Business Day - (That activity that can only be done by that faculty member at that given time).

- 1. Paid:

- a. A written request specifying the reason for time away from school with no pay deducted will be made to the Building Principal at least 72 hours in advance, if possible, of the date or time of the requested absence, and such request is to be approved by the Principal and the Superintendent. In general, no personal day will be granted the day before or after holidays. There will be two (2) days earned of this type per school year. The Superintendent may make exceptions for extenuating circumstances.

- b. Up to two (2) unused personal days will be carried into the next school year, for a maximum of four (4) personal days.
- c. If, in the judgment of the teacher, one day per year is needed for a confidential, non-recreational reason, that day will be granted with no pay deducted. If the personal day without reason is used, one day will be deducted from accrued sick leave. In general, no personal business day will be granted the day before or after a holiday. The Superintendent may make exceptions for extenuating circumstances.

2. Unpaid:

- a. A personal business day that is not considered an emergency may be granted by the Superintendent with pay deducted upon recommendation by the Building Principal. These leaves shall not exceed three (3) days in any one given year. The Principal must make a written report of such absences to the Superintendent. In general, no personal business day will be granted the day before or after a holiday.
3. The MTA will be entitled to ten (10) personal days annually, which may be used in unique cases for its members (specific reasons to be stated). Application for MTA days will be completed on a form prescribed by the Superintendent and submitted to both the Superintendent and the MTA President. Should the Superintendent not support the application, he/she will provide in writing within three (3) days to the MTA President the reasons why said individual should not be approved for the MTA day. This information will be considered and taken into account by the MTA President prior to rendering a decision. The MTA President will notify the Superintendent of his/her decision within two (2) days after the submission of Superintendent's reasons for denial. If the MTA President disagrees with the Superintendent's request that the day may be denied, he/she will meet with the Superintendent to discuss the request. In cases where the MTA President approves a request recommended for denial by the Superintendent, the MTA President will summarize in writing the reasons for his/her approval and disagreement with the Superintendent. The decision then made by the MTA President will be final.

## D. Sabbatical

### 1. Qualifications:

- a. Applicant must have been an employee of the District for at least seven (7) years.
- b. Applicant must possess permanent certification.
- c. Applicant must submit a request in writing stating the purpose and length of the desired sabbatical leave. A tentative request must be presented to the Superintendent not later than February 1, and a firm request by March 15 of the school year preceding that in which the leave is requested.

### 2. Provisions:

- a. Leave will be granted for one school year at half pay or one-half a school year at full pay, pending final acceptance at the accredited college or university.
  - b. Sabbatical leave will be granted only for college- or university-related study in the teacher's major teaching field, or in another field, if approved by the Superintendent of Schools.
3. All teacher benefits accrue to the teacher while he/she is on sabbatical leave.
  4. Sabbatical leave allowance will be paid during the period of leave in accordance with standard payroll procedures.
  5. The selection of the teacher for sabbatical leave is the responsibility of the Superintendent, who will give the Board of Education his/her recommended candidate for their approval.
  6. The number of sabbatical leaves to be granted will be left to the discretion of the Board of Education.
  7. Upon return from sabbatical leave, a teacher shall return to his/her position, or to an equivalent position, within his/her tenure area and shall render at least two school years of service to Medina Central School District. Should the teacher leave the service of the District prior to the expiration of two school years, the sabbatical leave allowance shall be repaid to the district at the rate of one-twentieth (1/20) of the total allowance for each month, and/or portion thereof remaining in the two-school-year period.
  8. A written final report is to be submitted to the Board of Education.

## E. Maternity Leave

1. Maternity leave will be treated exactly as is any other disability.
2. A maternity leave request, if possible, will be given in writing to the Superintendent not later than sixty (60) days prior to the beginning of the leave of absence.
3. The teacher will have available three (3) options regarding the pregnancy:
  - a. An unpaid leave of absence.
  - b. A paid leave of absence during which accumulated sick leave may be used for the period of pregnancy-related disability, as certified by the teacher's physician.
  - c. A paid disability leave certified by the teacher's physician, followed by an unpaid child rearing leave.
  - d. A teacher may only utilize accumulated sick leave if option (b.) or (c.) is chosen.
4. In requesting the leave, the teacher must include:
  - a. The option selected.
  - b. The anticipated date the teacher wishes to commence her leave.
  - c. The approximate date of return to teaching duty.
5. When the teacher returns from such leave, she shall be returned to her original teaching position or, if unavailable, to her tenure area, and all benefits accrued prior to the leave shall be returned in full.
6. If an unpaid leave of absence option is selected, benefits do not accrue.

#### F. Child Rearing Leave

1. A teacher may request a child rearing leave without pay for a period not to exceed the school year in which the leave is granted and the school year following.
2. A child rearing leave request must, if possible, be given in writing to the Superintendent no later than sixty (60) days prior to the beginning of the leave of absence.
3. The teacher must give notice of the intent to return to his/her position, or to an equivalent position within his/her tenure area, by ninety (90) days prior to his/her return.
4. Benefits do not accrue during a child rearing leave.
5. Child rearing may follow maternity leave without interruption.

#### G. Adoption

1. Notice of desire to be granted an adoption leave should be reported immediately to the Superintendent of Schools.
2. The length of adoption leave shall not exceed two (2) school years, but in no case be less than the balance of the school year in which the leave is requested.
3. A teacher must return to his/her position, or to an equivalent position within his/her tenure area, at the beginning of the school year unless granted special permission otherwise. The teacher must give notice of the intent to return to his/her position by ninety (90) days prior to his/her return.
4. Benefits do not accrue during adoption leave.
5. Every effort will be made to allow the recipient of the adoption leave to begin his/her leave from the school district as soon as possible after the leave is granted.



#### H. Leave of Absence - Other

1. A teacher will be granted up to two (2) years leave of absence without pay. Such request must be submitted in writing to the Superintendent no later than April 15 of the preceding school year. No more than two (2) teachers will be on such leave at any given time. No benefits shall accrue during this leave except that such employee may continue to participate in the existing medical benefits program prescribed in this contract at his/her own expense.
2. This leave may be extended for up to an additional two (2) years on a yearly basis at the discretion of the Board of Education. The request for such extension must be submitted to the Superintendent in writing prior to April 15 of the preceding year.
3. A teacher on such leave must return at the beginning of a school year and must notify the Superintendent in writing of intent to return no later than April 15 of the preceding school year.
4. When the teacher returns from such leave, he/she shall be returned to his/her original teaching position or, if unavailable, to his/her tenure area, and all benefits that the teacher had accrued prior to his/her leave shall be returned to him/her in full.
5. This leave is to be used only for activity related to the teaching field of the individual requesting such leave or activity related to the profession.

ARTICLE IX  
**TEACHER PROTECTION**

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

A report of the incident and a written estimate of the cost shall be presented to the Building Principal within one (1) week of the incident where possible.

- B. The District will reimburse teachers for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appurtenance not covered by Worker's Compensation which are damaged, destroyed, or lost as a result of an assault or injury sustained in the course of the teacher's employment while discharging his/her normal duties, provided, however, that the teacher has not been personally negligent with reference to the incident.

A report of the incident and a written estimate of the cost shall be presented to the Building Principal within one (1) week of the incident where possible.

- C. Should a teacher be absent from employment and unable to perform his/her duties, as verified by a qualified physician, because of a personal injury caused by an assault occurring on school property in the course of his/her employment, and the teacher has not been personally negligent with reference to the incident, then he/she will be entitled to unlimited sick leave with full pay until able to return to work or for the balance of the school year.

Any weekly Workers' Compensation payments due to the temporary disability will be paid to the District in full; however, any lump sum award for permanent disability from Worker's Compensation shall go to the teacher.

- D. There shall be no personal solicitation for funds or contributions by the school for any group or organization not directly connected with the school; nor shall any such group be given time within the school day for solicitation. However, the distribution of information may be allowed by those groups approved by the Superintendent of Schools.
- E. The District and its teachers have a dual responsibility to share information concerning students, which will help in the education and safety of said students, and, to that end, they will provide information to each other not readily discernible through documented files.

ARTICLE X  
**MEDICAL BENEFITS**

- A. The Board will assume costs of health insurance coverage for all active unit members employed 0.5 FTE or greater. The health insurance coverage, which shall include both medical and prescription coverage, will be provided through the Orleans Niagara BOCES Health Consortium through Blue Cross and Blue Shield of Western New York for individual, two party, or family coverage, as appropriate, to each professional employee desiring to be so covered, as follows:
1. Employees will elect coverage during the annual open enrollment period or a special enrollment period following the ratification of this agreement. The District will notify members when this open enrollment period is to take place.
  2. Employees will have the Blue Cross and Blue Shield Point of Service Plan 298.
  3. Effective dates of coverage will be subject to the regulations of Blue Cross and Blue Shield of Western New York, or an equivalent carrier, concerning new hires and reopening dates for employees other than new hires.
  4. The Board reserves the right to change the current claims administrator and/or to provide health insurance through an alternate insurance carrier (3rd party) provided the schedule of benefits is equivalent to the existing coverage.
  5. The District will contribute 89.5% of the cost of the premium of the POS 298 for 2019-20. In 2020-21 said contribution shall be 89%. In 2021-22, said contribution shall be 88.5%. In 2022-23 and 2023-24 said contributions shall be 88%. Employees shall have the option to pay their share of unpaid medical insurance on a pre-tax basis as allowed by IRS regulations and District policy.
  6. The District will also contribute \$1,220 for those enrolled in a single plan; \$2,789 for those enrolled in a family plan, and \$1,954 for those enrolled in a two-person plan to an IRS Section 105h account annually. Unused funds in the 105h account will accumulate from year to year with no maximum accumulation.

## 7. Post Retirement Health Insurance

Prior to April 1 of the year in which he/she retires, an employee must make a choice for retirement health insurance between Option A (Conversion of Sick Leave for Health Care) or Option B (Conversion of Sick Leave to Payment)

### **OPTION A - CONVERSION OF SICK LEAVE FOR HEALTH CARE**

- a. Upon retirement, employees may enroll in the POS 298 Plan and receive disbursement of premium costs up to an amount equal to 89.5% of the premium of the cost of the POS 298 Plan, if the last year of service to the district is 2019-20. In 2020-21, said contribution shall be 89%; in 2021-22, said contributions shall be 88.5%; and in 2022-23 and 2023-24, said contributions shall be 88% of the POS premium cost one-half year's full payment of medical benefits coverage, excluding dental, comparable to the plan at the time of his/her retirement for each eleven (11) days of accrued unused sick leave to his/her credit at the time of retirement.

Upon the death of the retiring teacher, any retirement benefit not used shall be transferred to the legal spouse, guardian, or dependent(s) under the age of 26 of the retiree until such time as the benefits in this article are exhausted. Upon exhaustion of such benefits, the surviving spouse, guardian, or dependent(s) under the age of 26 shall be permitted to purchase the District's health insurance plan at his/her own expense. The transfer of this benefit shall also cease upon the spouse's remarriage and/or acquisition of medical benefits coverage.

- b. Employees who relocate outside of the in-network area upon retirement may enroll in an alternative plan of their choosing and receive disbursement of premium costs up to an amount equal to 89.5% of the premium cost of the POS 298 Plan, if the last year of service to the district is 2019-20. In 2020-21, said contribution shall be 89%; in 2022-23, said contribution shall be 88.5%; and in 2023-24, said contributions shall be 88% for the length of time determined by the formula in Section a. above, as applicable. The District will have no obligation to provide or administer alternative plan options ("alternative plans") to these retirees.

In order to receive disbursement under this provision, the retiree must submit annual (or as directed by the District) health insurance premiums to the District. The District will pay an amount equal to 89.5% if the last year of service to the district is 2019-2020; 89% if the last year of service is 2020-21; 88.5% if the last year of service is 2021-22; and 88% if the last year of service is 2022-23 or 2023-24, of the premium cost of the POS 298 Plan directly to the alternative plan. It is solely the retiree's responsibility to timely submit premium statements to the District, as directed, for payment. The retiree will remain responsible for any remaining premium costs for the alternative plan.

The District will not pay the retiree any remaining amount should the premium cost for the alternative plan be less than 89.5% of the premium cost of the POS 298 Plan if the last year of service to the district is 2019-2020; 89% if the last year of service is 2020-21; 88.5% if the last year of service is 2021-22; 88% if the last year of service is 2022-23 or 2023-24. At no point will the District pay reimbursement directly to the retiree for premium cost of the alternative plan.

- c. Upon attaining age sixty-five (65), the retired teacher shall make application for Medicare Part B. Medical benefits coverage thereafter shall then be transferred to the supplemental coverage. Should the retiree's spouse, guardian, or dependent(s) under the age of 26 not be eligible for such supplemental coverage, the retired teacher may continue the District's medical benefits coverage as outlined in this Article.
- d. If the husband and wife both retire from the district, their combined accrued unused sick leave at the time of retirement will apply to this provision. This provision will apply only to the retiree and his or her legal spouse at the time of retirement. In the event of death or divorce, this provision will provide for single coverage only unless there are dependent children under age 26.
- e. Upon the exhaustion of accrued unused sick leave for payment of medical benefits, the retiree may remain in the group plan by submitting required premium payments.
- f. Any teacher using one hundred (100) or more sick days over his/her last two years of service, because of a long-term illness, will be guaranteed six (6) years of Blue Cross/Blue Shield coverage, or its equivalent, upon retirement if the illness has reduced his/her accumulated sick leave below the level needed to purchase such coverage. A teacher must have at least fifteen (15) years of service to the Medina Central School District to qualify for this provision.

#### **OPTION B - CONVERSION OF SICK LEAVE FOR PAYMENT**

- a. Each sick day shall be worth \$700, set aside, to be paid out upon retirement.
- b. The amount determined above shall be contributed to the teacher's 403(b) plan, over five years, in five equal payments. Payments shall be made by December 31, beginning with the fiscal year immediately after retirement and continuing for the next four years.

- c. This benefit is considered a non-elective contribution to the teacher's 403(b) plan and cannot be received as a cash payment or any other form.
  - d. Upon election of this option, the retiring teacher must name a beneficiary to receive payments in the event of the retiree's death.
8. In the event that any of the plans offered by the Orleans-Niagara Health Consortium, including the POS Plan (298) or prescription plan, is discontinued by the Consortium, the Superintendent and MTA Chief Negotiator will mutually agree on a replacement plan that is equivalent to the POS (298) and prescription plan.
9. Any changes in health coverage to equivalent plans will be subject to agreement by the Superintendent and MTA Chief Negotiator.

B. Prescription Co-Pay

The Prescription Drug Plan for the POS plan will be the \$10/\$20/\$40 option.

- C. Employees who elect not to be covered in any form by the School District's health program, upon application to the school business office, will receive a four thousand (\$4,000) dollar cash payment in a separate check.
- D. Upon the death of a full-time teacher in service, the legal spouse (1), guardian, and/or dependents under the age of 26 will be permitted to purchase group medical benefits by utilizing the unused sick days accrued of said teacher in accordance with the provisions of Article X, 7-9.
- E. Retired MTA members (and their spouses and/or qualifying dependents) attaining the age of sixty-five (65) who have applied for Medicare Part B benefits will be entitled to have their Medicare Part B payments reimbursed quarterly to the extent that the District is obligated to pick up the cost of the retiree's health insurance for the remainder of the time the retired member is entitled to receive payment-free medical benefits for accrued unused sick leave.

ARTICLE XI  
**COMPENSATION AND EXPENSES**

- A. The Board and the Association agree that the salary schedule of professional personnel in Pre-K-12 is presented as Article XVII, Part A; Inter-Scholastic Athletic Salary Schedule as in Article XVII, Part B; and Extra-curricular Activities in Article XVII, Part C.
- B. Certification
1. Permanent certification in the subject taught will be required of all teachers if salary credit is to be granted for that number of graduate hours in excess of the number required for permanent certification in their subject area.
  2. Permanently certified teachers moving to a new subject area where permanent certification is not held will be rendered save harmless for graduate hours accrued.
- C. Extra compensation will be given for services rendered when such service is judged by the administration and Board to be in no way connected with the normal duties of a teacher.
- D. Credit for Prior Experience: Credit for previous experience will be determined by the Superintendent.
- E. Military Service Credit: At the discretion of the Superintendent, credit will be given for military service on the salary schedule up to a maximum of four (4) years. Military service shall be defined as "active military service in the Armed Forces of the United States of America" including service in the United States Army, Air Force, Marines, Navy, Coast Guard, or Public Health Service, provided the individual was released honorably.
- F. Graduate Hour Credit:
1. Effective July 1, 1999, the District shall pay the tuition cost of any teacher for graduate hours necessary to attain a Master's Degree required for permanent certification in the area taught. Tuition reimbursement shall be capped at, and shall not exceed, the SUNY tuition rate in effect at the time the course was taken.
- Teachers receiving this benefit shall not be eligible for salary compensation for such hours but shall be eligible to receive the Master's stipend upon completion of the degree. District payment for such graduate hours will be made by voucher with invoice marked "PAID" and an official report card signifying successful completion of such course(s).

2. Except as provided above, teaching staff members will be granted salary compensation at an annual rate of \$45.00 per credit hour for approved courses earned prior to July 1, 1999, and for approved graduate courses in the teacher's tenure area, or as otherwise deemed relevant to the teacher's teaching assignment as determined by the Superintendent beyond a Master's Degree. Approval, in writing, shall be by the Superintendent of Schools or his/her designee.
3. No teacher shall be paid for more than ninety (90) credit hours earned above a Bachelor's Degree (categories from #1 and #2 above combined). All credit hours submitted for compensation under this article must be received from accredited colleges and universities with satisfactory proof (transcript or official grade report to be confirmed by the official transcript) as soon as possible to the Superintendent or his/her designee by the first Monday in November and/or the first Monday in April. Credits filed with the Superintendent of Schools by the first Monday in November are paid at the full rate spread throughout the rest of the school year. Those additional credits submitted as of the first Monday in April will be paid at one-half rate.
4. Teachers hired on or after July 1, 1999, who have earned graduate credit hours prior to employment as a teacher in the Medina Central School District, shall receive salary compensation at an annual rate of \$45.00 per credit hour for such hours as approved in writing by the Superintendent of Schools or his designee.
5. Teachers hired on or after July 1, 2019, who have earned graduate credit hours prior to employment as a teacher in the Medina Central School District, shall receive salary compensation at an annual rate of \$45.00 per credit hour. No more than thirty-six (36) hours will be given for salary credit.
6. Those teachers benefiting from tuition payments would have to serve an additional three (3) years in service to the Medina Central School District upon completion of the courses taken. If they choose to leave without further serving the District, they would then repay 100% of all the money that the District has invested within six months in one lump sum. After year one, they would repay 67% of all the money invested by the School District, and at the end of year two, they would repay 33 1/3 % of all money invested by the School District. This would be considered in three-year blocks.

#### G. Extra-curricular Activities

1. See Article XVII.
2. All clubs are to have a written constitution and should be chartered by the Student Council.



3. Supervision:

- a. MTA members shall be compensated for supervision of athletic contests at the rate of \$20.00 per hour to a maximum of \$85.00. There shall be a minimum rate of \$29.50 per assignment.
- b. MTA members shall be compensated for supervision at All County Festivals and NYSSMA competitions at the rate of \$20 per hour.

4. Should an insufficient number of MTA members apply, non-unit members may be selected for extra-curricular supervision.

H. Teachers are encouraged to take in-service courses, outside of the workday/work year, in order to continue to improve their skills in ways that benefit students in their classes. Teachers completing in-service courses deemed relevant to the teacher's teaching assignment, as determined by the Superintendent, will receive a one-time payment of \$30 per clock hour of attendance. The payment will be made per teacher upon completion of the entire course, up to a maximum of 30 clock hours and \$900 per school year for all courses, July 1 - June 30.

I. Mileage will be compensated at the maximum rate per mile allowed by the IRS and shall be paid to a teacher for District-approved travel or who is required to serve more than one building and who uses his/her own vehicle, upon submission of a voucher. The above compensation for District-approved travel applies only if a school vehicle is unavailable. Checks will be issued when the mileage reimbursement exceeds twenty dollars (\$20.00), but in no event later than February 1 or June 30, provided vouchers are submitted on a timely basis.

J. Method of payment according to the payroll calendar appearing in this contract:

1. MTA members will have the option of receiving their salary as follows:

- a. On a ten (10) month basis beginning on the first two Fridays following the opening of school in September in twenty-two (22) payments.
- b. On a twelve (12) month basis beginning with the first two Fridays following the opening of school in September and every other Friday with the final check for the summer period to be equal to the net amount of five (5) individual checks.

2. Choice of option shall be made on or before August 1 with choice made to be continuous until changed by written notice by the teacher for any succeeding year.

3. When a payday falls during a vacation period of less than one week, the pay date will be advanced to the last day of school prior to the start of that vacation period.

4. Payments will be made in the form of direct deposit to the account or accounts as stipulated by the teacher. Teachers will still receive a pay stub every pay period indicating deductions and other normal financial information.
- K. Full-time counselors, psychologists, and social workers are on teachers' base pay plus \$500 and .1 to be added for any month worked over ten (10) months. The counselors', psychologists' and social workers' year shall be the same as all other teachers'.
- L. The District may appoint up to four (4) Differentiated Instruction Coaches at Wise Intermediate/Middle School for an annual stipend of \$1,200 per coach.
- M. The District may appoint up to five (5) Literacy Coaches at Oak Orchard Elementary School for an annual stipend of \$1,200 per coach.
- N. The District will appoint an AVID Coordinator at the High School for an annual stipend of 9% of the Step 1 Base Teacher Salary.
- O. The District will deduct NYSUT Member Benefits payments, in the amount designated by the employee, from the salaries of MTA members who voluntarily execute a NYSUT Member Benefit deduction form. The monies deducted under this plan shall be transmitted by the employer to the NYSUT Member Benefit Program's administrator on the pay date that the deduction is made. The District shall transmit to NYSUT Member Benefits and to the MTA a list of the employees for whom deductions were made and the amount of each employee's deduction. The MTA shall inform the employer of the address of the NYSUT Member Benefit Program. Following approval of this Agreement, the program will be implemented as soon as possible. In future school years, deductions shall normally be made from each paycheck beginning with the second paycheck after school opens in September. Deductions based on newly submitted deduction forms will begin in the first paycheck after the deduction form is filed with the payroll clerk.
- P. The District will deduct VOTE/COPE contributions, in the amount designated by the employee, from the salaries of employees who voluntarily execute a VOTE/COPE deduction form. The monies deducted shall be transmitted by the District to NYSUT VOTE/COPE on the pay date that the deduction is made. The District shall transmit to NYSUT VOTE/COPE, and to the Association, a list of the employees for whom deductions were made and the amount of each employee's deduction. The Association shall inform the District of the address of NYSUT VOTE/COPE. Deductions will begin in the first paycheck after the deduction form is filed with the payroll clerk.

ARTICLE XII  
**TEACHING-RELATED DUTIES**

- A. Cafeteria duty will be done on a volunteer basis as a 7th assignment for extra pay when possible. If additional lunchroom monitoring positions need to be filled, they will be assigned as a 6th assignment on a rotating basis. In no case should a teacher be assigned this duty more than once every three years.
- B. The intent of the Distance Learning Program is to provide additional course offerings and to preserve existing Curriculum. This program will not result in the loss of any teaching positions full or part-time. It will count as one class assignment when any teacher is assigned to teach/supervise a course/class via this program.
- C. A tenured teacher may volunteer as a substitute teacher and will be reimbursed at \$20 per class period. The teacher will submit timesheets to the business office. This clause does not apply if a pull-out teacher's caseload is cancelled and he/she is asked to cover for another teacher for the day.

ARTICLE XIII  
**DEPARTMENT CHAIRPERSONS AND CURRICULUM WORK**

- A. Subject area chairpersons will be appointed in the following areas:

English	Pre-K - 3
English	4 - 6
English	7 - 12
Science	Pre-K - 3
Science	4 - 6
Science	7 - 12
Social Studies	Pre-K - 3
Social Studies	4 - 6
Social Studies	7 - 12
Mathematics	Pre-K - 3
Mathematics	4 - 6
Mathematics	7 - 12
Special Education	Pre-K - 3
Special Education	4 - 6
Special Education	7 - 12
LOTE/Music/Art	Districtwide
Business/Tech/Ag/FACS	Districtwide

Any and all other Department Chairs may be appointed at the Board's discretion.

## B. Duties and Responsibilities

1. Chairs will serve as a liaison between the teachers and the District in matters related to curriculum.
2. Chairs will serve on the District Curriculum Council.
3. Assist new and experienced teachers to adjust to curriculum and instructional changes within the department.
4. Assist in establishing a system for pooling and sharing instructional materials and resources.
5. Work toward the establishment of a comprehensive and continuous program in specific subject areas.
6. Assist in evaluation of their specific subject area and submit semi-annual reports to the Superintendent or his/her designee in regard to strengths, weaknesses, and suggested instructional and curricular changes.
7. Assist the administration in planning and maintaining physical facilities for the subject area including preparation of departmental requisitions and control of supplies and equipment.
8. Provide in-service instruction to staff members of their respective subject area: offer illustrative teaching, demonstrations, and suggestions for improvements.
9. Submit minutes of meetings of the departments to the Superintendent, or his/her designee, as well as mid-year and end-of-year reports.
10. Act as a mentor for any new teachers in the department. Mentor will receive an annual stipend of \$400/mentee.

## C. Qualifications

1. Certification as tenured teacher of that subject area.
2. Professional preparation in general supervision preferred.
3. Participation in professional organizations and activities.

## D. Compensation

Chairpersons will be paid at the rate of 9% of base salary Step 1. Schedule for free periods for chairpersons are to be provided in blocks for optimum time for school visits whenever possible.

E. Evaluation

There will be yearly evaluations of performance of all chairpersons by the Superintendent or his/her designee. These will be completed by June 1.

- F. Department Chairs in grades Pre-K-6 shall be granted one (1) day per month supervision free to perform the duties pertinent to that position. The department chairperson must submit an explanation to the Superintendent of Schools as to the structure with his/her request one week in advance.

Secondary (7-12) Department Chairs will be assigned no more than five (5) class periods. However, Secondary Department Chairpersons (7-12) with five (5) teachers or fewer, including themselves, may be assigned an additional class period every other year if there is a definite need as determined by the administration. Department Chairpersons with six (6) or more teachers may be assigned an additional class period every third year.

- G. Curriculum work may be approved both during the academic year and the summer recess. Curriculum writing assignments will be paid at \$30.00 per hour according to the assigned hours for Board-approved curriculum writing projects. It is understood that all curriculum writing assignments are voluntary.

Individual applicants for curriculum writing will be determined by the Superintendent, or his/her designee, and the subject area chairperson of the area to be developed, and their recommendations will be submitted to the Superintendent of Schools.

Curriculum materials developed as a result of curriculum work shall be provided to all teachers in the appropriate subject area of instruction and level.

- H. Teachers will be compensated at the rate of \$30.00 per hour for Board-approved intervention services or tutorial programs. (This is not meant to interfere with normal after-school help teachers give to their students who need help in their classes).

- I. Mentors shall be provided to all teachers new to the district for their first two years of district employment.

- J. Department chairs will serve as mentor teachers. Every effort will be made to ensure that mentors are in the same building and/or grade level as their mentee. In the event that the department chair position is vacant, or if the District Mentor Committee feels it needs to provide a mentor other than the department chair, the mentor will be compensated at the annual rate of \$400/mentee.

- K. Potential disputes regarding Curriculum Implementation as referenced in the Professional Development Plan (PDP), modified by the parties during the 2015 contract negotiations, can be pursued under the grievance procedure of the collective bargaining agreement for alleged procedural and timeline violations only.

ARTICLE XIV  
**SCHOOL YEAR AND DAY**

- A. In order to facilitate teacher input and recommendations on the succeeding school year's calendar, the Superintendent of Schools shall meet with the Association President prior to November 1.
- B. Each building principal and a minimum of two (2) representatives from each building, chosen by the MTA, shall collaborate on each year's coming school schedule and reach consensus by June of the previous year prior to its adoption by the District. In situations when consensus fails to be realized, the Principal may unilaterally decide the final schedule, but that schedule may be appealed by the MTA for review by the Superintendent. The Superintendent retains final authority on the school schedule.

C. Work Year

Effective July 1, 2019, the teacher work year shall not exceed 186 days, but in no case shall the school year be fewer than 180 state-aidable days.

D. Work Day

The teacher day shall not exceed 7 hours and 20 minutes. Teachers are expected to remain until buses have left and the majority of students are out of the building.

Teachers shall be required to participate in up to 18 one-hour faculty meetings, teacher meetings, or professional development activities throughout the school year. Meetings will not exceed three (3) in a month. Parent-requested conferences scheduled in advance, with the approval of the teacher involved, may exceed the prescribed time as stated above. In the event a teacher wishes to leave the building before the above time, he/she may do so without specific permission from his/her Principal. This is not intended to be used as an early dismissal for teachers.

It is mutually understood that planning time is for the purposes of planning and not intended to be used for additional meetings with Administration. Therefore, any additional meetings, if needed, will be carried out after normal school hours and will be compensated at \$30/hour. Principals shall reserve the right to call meetings for an emergency purpose.

- E. One teacher-parent evening conference will be scheduled per year. Teachers need not attend if they do not have any conferences scheduled for that evening. Teachers can leave once their final conference is completed.
- F. Elementary teachers (Grades PK-6) will be provided with a minimum of 300 minutes per week of preparation time, free from supervision, during the pupil day, in addition to their regular lunch period. The administration will, through scheduling, provide PK-3 a minimum of 60 continuous minutes of preparation time each day.

- G. Teachers in buildings that do not administer Regents Exams will be provided supervisory-free time for a minimum of two (2) full days during the final week of student attendance, providing a minimum of 180 state-aidable days have been attained.
- H. After 180 state-aidable days of student attendance are reached, any additional days will be applied to the end of the year for supervisory-free workdays for teachers or added to Memorial Day weekend. However, first priority will be given to Paragraph G (above).
- I. In a school year in which a parent-teacher conference is held, a committee will be established to study all aspects of the parent-teacher conference policy. The committee shall be composed of four (4) elementary teachers (equally representing primary and intermediate grades) and three administrators. Recommendations of this committee will be presented to the Superintendent of Schools by May 1st to be considered for implementation for future parent-teacher conferences.
- J. Care will be taken to assure that elementary teachers are informed of their class assignment and class lists before they leave at the end of the school year in June.
- K. Special education teachers who are required by the District to write Individualized Education Plans and/or Exit Summaries for students shall receive release time to complete the plans as follows:

- 1 – 4 IEP's and/or Exit Summaries shall result in one day release time
- 5 – 8 IEP's and/or Exit Summaries shall result in two days' release time
- 9 or more IEP's and/or Exit Summaries shall result in three days' release time

Such release time shall be provided in full-day increments and shall be scheduled by the teacher and his/her Building Administrator.

During this release time, the teacher shall not be required to perform his/her regular duties. This clause is for the sole purpose of addressing the writing of IEP's/Exit Summaries and shall not apply to any other circumstance.

ARTICLE XV  
**TEACHER RIGHTS**

A. Seniority

The Board of Education of the Medina Central School District agrees to maintain strict compliance with the New York State Education Law relative to seniority.

B. Complaints

1. Each teacher has the right to have included in his/her professional personnel file a letter answering an adverse evaluation as dictated by current APPR language.
2. No complaint made by a parent, parents, or guardian of a student and directed at a teacher shall become a matter of record unless it has been promptly called to the attention of the teacher involved.
3. No material derogatory to the teacher's conduct, service, character, or personality shall be placed in his/her professional personnel file unless such teacher has been notified of its existence and has had an opportunity to review the material within thirty (30) days. A copy of the material will accompany the notification.
4. Such teacher will have the right to submit a written answer to such material.

C. Temporary Teachers

The Superintendent shall inform, in a written statement at the time of hiring, the status of any teacher hired on a temporary basis, including possible length of employment, to the teacher in question.

D. Retirement Delegate

A representative to the meeting of the Teachers' Retirement System shall be excused from classes without loss of pay for the time required for attendance with necessary travel time.



#### E. Association Days

The President or his/her designee shall be permitted up to six (6) days to attend meetings for the local association.

The District will permit time away from work for duly-elected delegates to the NYSUT RA, Committee of 100, Subject Area Committees, and NYSTRS Retirement System. Members will submit a conference form for approval.

The MTA president will be scheduled to teach only five (5) class periods per day, and so will receive one additional preparation period per day to conduct MTA business. In the event it is not possible to schedule the aforementioned, the MTA president shall have a preparation period immediately preceding his/her lunch period. If the MTA president does receive an additional preparation period per day to conduct MTA business, he or she will be limited to four (4) days annually to attend meetings for the local association.

### ARTICLE XVI **TRAVELING TEACHERS**

- A. Any teacher who, in pursuance of assigned school duties, is required to travel from one school to another during the course of a school day shall be referred to as a traveling teacher.
- B. To compensate for traveling by car, a teacher will be reimbursed at the rate prescribed in the article pertaining to compensation and expenses. This rate shall apply to all mileage necessary between schools during the school day. Travel to and from the teacher's home shall not be included. The round trip by car between schools will be paid for according to the mileage established by the Business Administrator.
- C. Combined proctoring assignments for traveling teachers during examinations shall not exceed the average proctoring assignment of a teacher who is in one school full time.
- D. If two building faculty meetings are held on the same day, the building principals will determine which meeting takes precedence. Generally, the traveling teacher will attend all meetings at the school where he/she fulfills the major portion of his/her teaching load; and only major meetings will be attended at the other school. The building principal at the school where the minor portion of the load is fulfilled will contact the teacher involved when he/she is expected to attend a faculty meeting in that school. Information will be obtained by the teacher from the Principal on the day following the faculty meeting.

- E. Teachers may still be required to travel between buildings. The number of class assignments may exceed five (5) periods. Complaints shall be subject to review by a Complaint Committee consisting of two (2) teachers appointed by the President of the Medina Teachers' Association and the Principal of the school where said teacher does the major portion of his/her assigned duties and the Superintendent. Prior to the meeting of this Committee, the traveling teacher, his/her union representative, the Building Principal, and the Superintendent shall meet to see if the disputed matter can be resolved informally. This four (4)-member committee shall function as an appellate committee to review complaints of potential abuse and assignment by the District of any traveling teachers. If such matter cannot be resolved by this Committee, then the matter may be submitted to expedited arbitration directly pursuant to Article IV C (4).
  
- F. Traveling teachers shall not be assigned pre-, mid-day, or post-school, non-paid assignments or duties.

ARTICLE XVII  
**SALARY SCHEDULE**  
 Part A

A. Teacher Salaries

STEP	2019-20	2020-21	2021-22	2022-23	2023-24
1	45,800	46,300	46,800	47,300	47,800
2	47,025	47,525	48,025	48,525	49,025
3	48,450	49,550	50,050	50,550	51,050
4	50,700	52,600	54,600	55,100	55,600
5	51,525	53,425	55,425	56,825	58,225
6	52,500	54,450	56,450	57,850	59,250
7	53,900	56,000	58,100	59,350	60,875
8	54,825	56,925	59,325	61,425	62,350
9	56,000	58,100	60,200	62,300	64,700
10	57,525	59,625	61,825	63,925	66,050
11	58,875	61,025	63,275	65,375	67,500
12	60,375	62,525	64,775	66,875	69,000
13	61,925	64,075	66,325	68,425	70,550
14	64,000	66,150	68,500	70,600	72,725
15	66,625	68,775	71,175	73,225	75,575
16	69,050	71,200	73,150	74,700	77,050
17	70,130	72,280	74,230	76,230	78,580
18	71,330	73,630	75,630	78,330	80,680
19	77,730	79,680	81,780	84,455	86,655
20	94,330	95,000	95,760	96,735	97,675

B. Annual Longevity Stipend

Teachers at Step 20 will receive an annual longevity stipend in the following amounts:

2019-20	\$1,500	2022-23	\$3,000
2020-21	\$2,000	2023-24	\$3,500
2021-22	\$2,500		

Annual longevity stipends will continue for those at the Top Step beyond 2023-24 at the rate of \$3,500 until, and if, modified by the successor collective bargaining agreement.

C. Teaching Assistants

Teaching Assistants' salaries will be determined by using a formula of .9 multiplied by the Step 1 Teacher Salary for each school year. Teaching Assistants shall receive all other benefits and working conditions as agreed in the MTA contract. Assignments for Teaching Assistants shall include a duty-free lunch and a planning period daily.

D. Master's Degree

Staff members submitting proof of an earned Master's Degree from an accredited institution of higher learning will receive \$1,000 per degree in added salary. Proof shall mean the official degree, or a letter indicating the degree has been earned, and is to be conferred on a specific date, such letter to be signed by the Registrar of the accredited institution and must carry the institutional seal.

E. Early Retirement Incentive

1. Any MTA member with at least 15 years of service to the District, who declares his/her intent to retire by April 1 of the year prior to his/her first year he/she is eligible to retire without penalty under NYSTRS regulations, shall receive 55% of Step 1 under Teacher Salaries of Article XVII, Part A. Members retiring under this provision shall pay 5% of their health insurance premium in retirement for as long as their use of sick days under Article X permits.
2. In the event that the federal Medicare eligibility age is increased, the parties agree to re-open negotiations related to this incentive upon request of either party.
3. The monies due any member shall be payable as an employer non-elective contribution.
4. Payment will be made no later than December 31 of the retiree's final contract year of employment.

ARTICLE XVII  
**SALARY SCHEDULE**  
Part B

**INTERSCHOLASTIC ATHLETIC AND MARCHING BAND SALARY SCHEDULE**

**FALL**

Varsity Football (B)	10.5%
Assistant Varsity Football (B)	8.0%
Assistant Varsity Football (B)	8.0%
Junior Varsity Football (B)	8.0%
Assistant Junior Varsity Football (B)	6.0%
Assistant Junior Varsity Football (B)	6.0%
Varsity Soccer (B)	8.0%
Varsity Soccer (G)	8.0%
Junior Varsity Soccer (B)	6.0%
Junior Varsity Soccer (G)	6.0%
Cross Country (Co-Ed)	8.0%
Golf (Co-Ed)	5.5%
Varsity Field Hockey (G)	8.0%
Junior Varsity Field Hockey (G)	6.0%
Varsity Volleyball (G)	8.0%
Junior Varsity Volleyball (G)	6.0%
Strength and Conditioning	6.0%
Marching Band Director	8.0%
Marching Band Assistant #1	6.0%

**WINTER**

Varsity Girls' Basketball	10.5%
Junior Varsity Girls' Basketball	8.0%
Varsity Boys' Basketball	10.5%
Junior Varsity Boys' Basketball	8.0%
Varsity Wrestling (B)	10.5%
Junior Varsity Wrestling (B)	8.0%
Varsity Swimming (B)	10.5%
Varsity Swimming (G)	10.5%
Strength and Conditioning	6.0%
Marching Band Director	4.0%
Marching Band Assistant #1	3.0%

**SPRING**

Varsity Baseball (B)	8.0%
Junior Varsity Baseball (B)	6.0%
Varsity Softball (G)	8.0%
Junior Varsity Softball (G)	6.0%
Varsity Track Head	8.0%
Assistant Varsity Track Head	6.0%
Varsity Track (B)	8.0%
Assistant Varsity Track (B)	6.0%
Varsity Track (G)	8.0%

Assistant Varsity Track (G)	6.0%
Varsity Lacrosse (B)	8.0%
Assistant Lacrosse (B)	6.0%
Junior Varsity Lacrosse (B)	6.0%
Tennis (Co-Ed)	8.0%
Strength and Conditioning	6.0%
Marching Band Director	4.75%
Marching Band Assistant #1	3.75%

**Cheerleading**

Varsity Fall	6.0%
Junior Varsity Fall	5.0%
Varsity Winter	8.5%
Junior Varsity Winter	6.0%

**Athletic Director**

9.0%

**Merged Sport**

Premium Added if Merged Sport (Head Coaches only in football)	0.5%
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A. Athletic Coaches will be evaluated using the agreed to evaluation tool.

If the District appoints an Athletic Director from the MTA:

1. The High School Principal will be ultimately responsible for Evaluation of Coaches.
2. The Athletic Director may help provide information to the High School Principal for use in coaching evaluations, but ultimately, all evaluations are the responsibility of the High School Principal.

B. All Modified Coaches will be compensated at a rate of 5% on the Coaches' Schedule.

C. Coaches and marching band directors are to be placed on step in accordance with their experience in the sport or music program in this District. Credit for prior experience elsewhere will be at the option of the Superintendent.

D. Modified, Junior Varsity, and Varsity Service will be counted in determining experience. It is understood that assigned coaches will progress one step at a time. Steps in the teachers' salary schedule (Article XVII, Part A) will serve as reference point for determining coaching salaries.

E. If an additional interscholastic Varsity or Junior Varsity sport is recognized by the Board of Education, an appropriate percentage will be applied for athletic salary purposes. The percentage will be recommended by the Athletic Director and submitted to the Superintendent of Schools for Board of Education consideration.

ARTICLE XVII  
**SALARY SCHEDULE**  
Part C

**EXTRA-CURRICULAR ACTIVITIES**

Extra-curricular activities will be compensated as noted below. Said activities will be posted and offered first to MTA members. They will be assigned only as a matter of need. Percentages indicated will be based on Step 1 of the salary schedule.

The listing of specific positions herein does not obligate the District to fill such positions, but instead sets forth the agreement of the parties concerning the compensation provided when the District does fill the position(s).

If the Board approves the formation of a new club, the stipend will be established at 2%. After the club has been in existence for two complete years, the stipend will be evaluated and adjustments made where necessary.

Wise Intermediate/Middle School

Audio Visual (Building)	3%
Inter./Middle Detention (2 nights)	4%
7 <sup>th</sup> Grade Advisor	2%
Student Council	2.5%
Service Organization	2%
Middle School Yearbook	3.5%
Administrative Assistant	3.5%
Pep Club	2%
French Club	2%
Writers' Block	2%
Honors Convocation	2%
Junior FFA	4%
Spanish Club	2%
School Patrol	3.5%
Transfer Bus Pupil Supervision	4%
Jazz Band	2%
Art Club	2%
Chess Club	2%

Oak Orchard Elementary School

Safety Patrol	3.5%
Audio Visual (Building)	3%
Transfer Bus Pupil Supervision	4%
Student Council	2.5%
Art Club	2%
Yearbook	2%
School Store	2%

Districtwide

Library Coordinator	7.5%
Director of Counseling	7.5%
K-8 Foreign Language	5%
Creative Problem Solving (Per Team)	2.5%

## Senior High School

8 <sup>th</sup> Grade Advisor	2%
9 <sup>th</sup> Grade Advisor	2%
Mirror	7%
Senior Class Advisor	4%
Junior Class Advisor	2%
Sophomore Class Advisor	2%
High School Detention (2 nights)	4%
Marching Band Assistant #2	5%
Audio Visual (Building)	3%
Student Association Advisor	7%
Work Study	5.75%
Administrative Assistant	3.5%
Agricultural Model Farm	9.5%
FFA Advisor	5%
Scribblers	2.25%
National Honor-Honorati	4%
Honors Convocation	3%
Horizon	2%
Graduation	2%
Mock Trial	3%
Mirror Business	3%
Drama Club Director	9.25%
Drama Club Assistant Director	6.5%
Drama Club Set Design	3.5%
Drama Club Costumes and Props	3.5%
Scholarship Chairperson	2%
PAAC-Cultural Awareness	2%
Art & Poetry Club	2%
AV Club	2%
FBLA	6%
Model UN	2%
Masterminds / WLVL	6%
IMPACT Club	2%
Gay-Straight Alliance	2%
Jazz Band	2%
Ecology Club	2%
Trading Card Club	2%

If more than one advisor is appointed to an activity, the employees shall share the stipend set forth above.

Approved intramural activities will be compensated at a rate of \$11.50 per hour to a maximum of \$48.00 and a minimum of \$11.50 per session.



ARTICLE XVII  
**SALARY SCHEDULE**  
Part D  
Cafeteria Flexible Benefits Plan

1. The parties hereto, the Medina Teachers' Association and the Medina Central School, agree to the establishment of a joint study committee consisting of three (3) representatives of the Medina Teachers' Association appointed by the President of said Association and four (4) District administrative representatives appointed by the Superintendent of the District for purposes of studying the terms and conditions and alternatives for the institution of a cafeteria flexible benefits plan to be instituted by the District. This committee shall meet from time to time and will be charged with reviewing and studying all aspects of the terms and conditions of a flexible benefit plan and adopting a plan for submission to the principals involved, the full membership body of the Medina Teachers' Association, and the Board of Education of the Medina Central School District for final legislative approval and adoption by both parties in a successor memorandum of agreement.
2. The Joint Study Committee shall be charged with the following responsibilities and jurisdiction:
  - a. To formulate a formal plan document which will indicate what items are covered and what items are not covered by the flexible benefits plan to be instituted.
  - b. To meet with, and decide upon, an appropriate third-party Administrator for said plan.
  - c. To present a completed plan for final adoption by the Principals of both parties.
  - d. To decide upon the exact benefits provided, the procedures for reimbursement, and all other procedural issues with regard to the institution and operation of this flexible benefits plan.
3. That upon adoption of an acceptable plan, acceptable to this Joint Study Committee, both parties shall reserve the final right to accept the plan document by approving or disapproving same.
4. That the Medina Central School District does agree to pay any fees for the third party administration of this plan, both for the initiation of the plan and for ongoing operations.
5. This Agreement shall continue to remain in full force in effect under the provisions of the Civil Service Law commonly known as the Triborough Amendment, Section 209a-1(e) of the Civil Service Law, should a successor negotiated agreement not be achieved on or before June 30th of 2024.
6. All other terms and conditions of the predecessor agreement between these two parties shall remain in full force and effect except where amended, deleted, and/or added by terms of a memorandum of agreement.

ARTICLE XVIII  
**NURSE RECOGNITION**

- A. The Medina Central School Board of Education recognizes the Medina Teachers' Association as the exclusive representative for the purpose of negotiating collectively in the determination of, and the administration of, grievances arising under the terms and conditions of employment of its employees, as provided under Article 14 of the Civil Service Law, within the negotiating unit consisting of all full-time Registered Nurses as prescribed under Part 30 of the Rules of the Board of Regents.
- B. Such recognition shall extend until challenged in accordance with those applicable provisions of Section 208 of Article 14 of the Civil Service Law.
- C. Salaries
  - Step 1 (1-5 years in District)
  - Step 3 (6-10 years in District)
  - Step 5 (11-14 years in District)
  - Step 7 (15-20 years in District)
  - Step 9 (20+ years in District)
- D. Nurses are eligible for ten (10) paid sick days per year with unlimited accrual. Upon termination of employment from the Medina Central School District, Nurses who have seven (7) years of service in the District shall be entitled to a monetary compensation for unused sick days as follows:
  - a. \$500 per day, to be set aside for the purchase of the health insurance plans offered to teachers, per the then current Collective Bargaining Agreement between the District and the MTA, with the monthly premiums for health insurance deducted until the set aside amount is exhausted
- E. Nurses may join the NYS Employees' Retirement System in accordance with the New York State Employees' Retirement System's regulations.
- F. Nurses will be covered by the District's Incidental Malpractice Insurance.
- G. Nurses may be granted leaves of absence not to exceed the designated school year in which the leave was granted. Unpaid leaves are subject to approval of the Building Principal, Superintendent of Schools, and the Board of Education. Nurses returning from leave of absence will be guaranteed a position in the District equal to the position at the time of leave.
- H. The Principal in each building will assure that there will be coverage to the clinic during each Nurse's lunch period. Preference will be given to a Teacher Associate or other employee who has been trained by the School Nurse to act in this capacity. Additionally, upon the advanced prior approval of the Building Principal, additional coverage to allow the Nurse to do home visitations or execute other nursing duties will be arranged.

- I. Upon advanced/prior approval of the Superintendent of Schools, School Nurse release time to allow participation in a Nurse Practice Committee work session will be authorized. A written agenda will be submitted prior to this meeting, and each Principal will receive notice on this meeting.
- J. Head Nurse - A stipend of \$800.00 will be provided for assuming the responsibilities of Head Nurse.
- K. Nurses may work during the summer recess, or as requested by the Building Principals with the approval of the Superintendent, at a rate of \$30.00 per hour for such activities as summer sports, bus driver physicals, and the processing of student transfer records.

ARTICLE XIX  
DURATION OF CONTRACT

This contract shall be in effect as of July 1, 2019 and shall continue in effect through June 30, 2024.

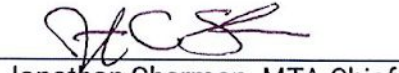
The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement and, therefore, agree that negotiations will not be reopened on any item.

MEDINA TEACHERS' ASSOCIATION

MEDINA CENTRAL SCHOOL DISTRICT

  
Joseph Byrne, MTA President

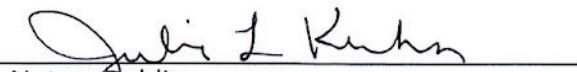
  
Mark Kruzynski, Superintendent

  
Jonathan Sherman, MTA Chief  
Negotiator

STATE OF NEW YORK:  
  SS  
COUNTY OF ORLEANS

On this 27<sup>th</sup> day of June, 2019, before me the subscribers personally came Joseph Byrne, Jonathan Sherman and Mark Kruzynski to me personally known and known to me to be the same persons described in and who executed the within instrument and they duly acknowledged to me that they executed the same.

JULIE L. KUHN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01KU6372842  
Qualified in Orleans County  
Commission Expires March 26, 2022

  
Notary Public