

AGREEMENT



**MOUNT VERNON
CITY SCHOOL DISTRICT
AND
MOUNT VERNON
FEDERATION OF TEACHERS**

TEACHING ASSISTANT UNIT

JULY 1, 2013

TO

JUNE 30, 2016

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**ARTICLE I
RECOGNITION**

The Mount Vernon City School District has recognized the Mount Vernon Federation of Teachers as the exclusive bargaining representative for all employees employed as teacher aides and teaching assistants, excluding supervisors.

**ARTICLE II
SALARIES AND BENEFITS**

A. SALARIES

Increase all teaching assistant salaries, schedules, rates and appendices according to the following:

2013-14	0%
2014-15	2.0% (effective 9/1/14)
2015-16	2.0% (effective 9/1/15)

These percentage increases apply only to the salary schedules set forth in Appendix I. All other schedules and rates will remain unchanged.

B. PLACEMENT ON SALARY STEP AND LANES

1. Any unit member employed on a regular full-time basis, on or before February 1st, shall be entitled to advance one step over the step held in the previous year, except those on the top step.
2. a) A committee consisting of three (3) members of the Union and three (3) administrators designated by the District shall be created to review and recommend courses for salary reclassification purposes. After the courses are completed, unit members shall submit a reclassification form to the Human Resources Department with official transcripts of the completed courses.
- b) Teaching assistants shall be eligible for reclassification only once per school year: October 15. In order for such reclassification to become effective, the reclassification forms and official transcripts must be submitted to the Office of Human Resources by October 1. If submitted after the October 1 deadline the teaching assistant will be considered for reclassification effective October 15 of the school year following the school year of submission. The parties herewith acknowledge that teacher aides are ineligible for lane movement.

C. PAYCHECKS

1. a) Assistants shall receive paychecks on the 15th and the last business day of each month. Teacher aides shall receive paychecks every other Wednesday from September through June according to the attached pay dates (see Appendix II) which shall be distributed by the District in June of the preceding school year. If a payday falls during a vacation period, the employees shall be paid the day before the vacation.

- b) Assistants shall have the option of receiving salary over twenty (20) or twenty-four (24) pay periods. Those selecting the twenty (20) pay period option shall receive twenty (20) equal paychecks in the ten (10) month period from September through June. Effective with the 2011-12 school year and thereafter, those selecting the twenty-four (24) pay period option shall receive twenty (20) equal paychecks in the ten (10) month period from September through June and one (1) additional check on the last work day in June to cover the remaining four (4) pay periods. Unit members seeking to change their pay period option must notify the District in writing of said selection by June 30th of the preceding school year on a form that is available in the Payroll Office. New hires shall be given the option of twenty (20) or twenty-four (24) pay periods in writing at the time of hire.
2. Unit members shall have the option to also utilize Direct Deposit and the Educational & Governmental EFCU for payroll purposes. In addition, unit members may designate that deductions also be taken for the NYSUT Benefit Trust Fund, VOTE-COPE, Tax Shelter Annuity (in accordance with procedures worked out between the Federation and the Business Office) and a Roth IRA.

D. HOLIDAYS

All employees in the bargaining unit will be compensated for all school holidays. All regular school days, or days on which schools are closed by order of the District either for special observance or emergencies, shall also be compensated.

E. LONGEVITY

1. Longevity for assistants shall be based on total years of service as an aide and assistant for assistants hired prior to October 1, 2004. Those assistants hired on or after October 1, 2004 shall base his/her total years of service according to the date of hire as a teaching assistant.
2. Effective July 1, 2008, Longevity payments shall be as follows: \$400 longevity payment starting in the 15th year of service, \$700 longevity payment starting in the 20th year of service, \$1,000 longevity payment starting in the 25th year of service.

F. HEALTH INSURANCE

1. The District shall provide individual health insurance for all members of the unit. Employees shall elect any of the currently available plans subscribed to by the District. Unit members shall contribute the following for health insurance: 0.85% of the annual salary with a minimum of \$725. Unit members shall pay no lower an amount than the minimum amounts listed.
2. Should the District change the health insurance plan from SWSCHP to a new health insurance plan during the term of this Agreement, the above contributions will cease and the parties will renegotiate employee contributions. However, should the District change the HMO plan offered by the District at any time in the future, the above contribution rates shall remain in effect, unless said contribution rates are changed by mutual agreement of the parties. In the event the District changes HMO plans, HMO participants shall be provided the option to change coverage to SWSCHP (or any successor plan) or the new HMO plan.

3. The District shall pay health insurance premiums in the amount of 60% for individual coverage and 45% for family coverage for retiring unit members who have completed at least fifteen (15) years of service in the District.
4. Employees who currently receive individual health insurance will have the option to purchase family coverage at the rate of one-half ($\frac{1}{2}$) of the difference between the individual and family plan rate. Effective July 1, 2008, tenured assistants who have accumulated at least twenty (20) sick days shall have the option to purchase family coverage at the rate of one-quarter ($\frac{1}{4}$) of the difference between the individual and family plan rate.
5. In cases in which the District's employee is covered by medical insurance through another family member, the District will pay the employee to voluntarily waive his/her right to participate in the District's health insurance plan. The District will pay that employee the amount of \$1,000 annually for that waiver and withdrawal. The election must be made by June 1 for the subsequent school year, or within the first thirty (30) days after hiring. In the event of a situation occurring after withdrawal in which coverage might be otherwise terminated, the District shall allow reentry upon a pro-rata repayment of the amount paid for the waiver and withdrawal.

The parties herewith acknowledge that there were thirty-one (31) unit members who voluntarily waived their right to participate in the District health insurance plan. Effective July 1, 2014, the District shall increase the annual buy-out amount from \$1,000 to \$2,000 if by each August 31st an additional five (5) unit members (total of 36 each year) voluntarily waive their right to participate in the District health insurance program. In the event less than an additional fifteen (5) unit members voluntarily waive health insurance the buy-out amount shall remain at \$1,000 and no additional payments shall be made to unit members who have waived health insurance coverage.

6. A Health Insurance Committee comprised of equal number of members chosen by the District and Union will meet to discuss health insurance options, costs and coverages and their impact on the membership and the District.

G. FLEXIBLE SPENDING PLAN

The parties shall implement a flexible spending plan in accordance with Section 125 of the Internal Revenue Code. A joint committee of Union and District representatives shall meet to discuss and make a recommendation to the District with respect to the amounts by which to increase the contribution limits allowed for each IRS Section 125 plan.

H. WELFARE FUND

1. The District shall contribute to the Federation at the rate of \$1,475 for each eligible employee to provide welfare fund benefits through a trust.
2. However in the 2012-13 school year, the District shall not make any contribution to the welfare benefit fund and in the 2013-14 school year, the District shall only contribute \$1,250 for each eligible employee. In the 2014-15 and 2015-16 school years the District shall only contribute \$1,000 for each eligible member.

I. ADDITIONAL FUNDS

In the event the District received additional funds from State or Federal agencies beyond that presently allocated, it shall meet with the Federation for the purpose of determining whether or not the salary of unit members shall be increased in accordance with such additional grant.

J. STIPENDS

Unit members assigned by their supervisor to perform diapering, toileting, or tube feeding of students shall receive a \$1,000 annual stipend at the end of the school year.

Said stipend shall be pro-rated for the number of days the teaching assistant actually worked that year in the position requiring diapering, toileting, or tube feeding. Assignment shall first be on a voluntary basis. If there are not enough individuals to perform said work after seeking volunteers, the supervisor shall be permitted to assign the work by inverse order of seniority.

In addition, those unit members who have been assigned shall receive supplemental training annually in blood borne pathogens and other skills necessary to perform the specific functions of that job.

**ARTICLE III
LEAVES OF ABSENCE**

A. SICK LEAVE

1. Each unit member shall be entitled to 15 sick days per school year. However, assistant unit members hired after October 1, 2004, shall receive 12 sick days per year. Upon receiving tenure, these unit members shall be allotted 15 sick days prorated.
2. Three (3) of these days mentioned in paragraph 1 may be used for family illness in the year in which the days are issued. "Family" shall be defined as people living in the employee's household.
3. Sick leave may be accumulated to a maximum of 160 days. Effective July 1, 2014, sick leave may be accumulated to a maximum of 180 days.
4. In the event schools are closed due to snow or other emergency and a unit member is on sick

leave on the day prior to such school closing and the day after such school closing, the unit member will be charged for a sick day on the day school is closed. However, should the school closing day be made up that year, the District will reinstate that charged sick day back to the unit member.

5. If a unit member reports to school and becomes ill necessitating a return to home, absence for a half a day will be recorded if the unit member is unable to resume duties before 12 noon. Should a unit member become ill after 12 noon, credit for a full day's attendance will be given.
6. Unit members who are on sick leave during the school day will not be allowed to work on that day in any after-school, evening, or homebound program.

B. SICK BANK

1. Current unit members shall be entitled to participate in the Sick Bank.
2. Upon commencement of employment, the District shall deduct one day from that year's annual sick leave from each unit member for Sick Leave Bank purposes. That reduction shall reduce the available Sick Leave of the individual unit member for that school year only and shall be transferred to a separate account denominated as Sick Leave Bank. The bank shall be administered by two persons designated by the District and two persons designated by the Federation. This group shall be designated as the Sick Leave Bank Board. The Sick Leave Bank Board shall determine whether or not unit members are eligible to receive time from the Sick Leave Bank. In the event of a disagreement, the question shall be referred to a physician in the area of specialty in which sick leave is sought. That physician shall be designated in consent of both sides by the Academic Dean of the New York Medical College in Valhalla, New York.
3. No person shall be entitled to receive more than ninety (90) sick days for any single disability and no person shall be entitled to use Sick Leave Bank time unless the medical need is established by the parties to be of a catastrophic or disabling nature as ordinarily understood for general disability purposes. No Sick Leave Bank time will be available until the exhaustion of annual and accumulated time.
4. At the time the Sick Bank days have been decreased to 100, the Bank shall be replenished in the same manner in which it was originally established.

C. SICK LEAVE INCENTIVE PROGRAM

All unit members must have a minimum of one hundred (100) sick days accumulated to participate in the Incentive Program. Those unit members who use eight (8) or less sick days in one school year may sell the remaining number of days given that year back to the District at the rate of \$50 per day. At retirement, such money will be used by the District to pay for the unit member's share of health insurance and/or welfare fund contributions. The District will provide the unit member with an annual accounting of days stored in the incentive program.

D. PERSONAL LEAVE

1. All full-time unit members in the school system shall be allowed three (3) days of leave for personal reasons per school year. Unused personal days shall be converted to the employee's accumulated sick leave.
2. Personal leave will be granted for matters of urgent personal business which can only be conducted within the regular school day.
3. The following are examples of, but not limitations for, personal leave days:
 - Legal matters;
 - Death in family (other than Bereavement Leave);
 - Personal property damage;
 - Medical visit, medical exams or treatment of a compelling nature for the member, spouse, or child;
 - Family problem of a compelling nature for member, spouse, child;
 - Unit member's graduation day;
 - Religious observance;
 - Sickness in family above the three days allowed.
4. Any unit member desiring personal leave for two or more consecutive working days may apply for such leave stating the specific reason for review by the Principal and the Office of the Superintendent.
5. All requests for such personal leave must be submitted by the unit member in writing not less than three (3) days prior to the day or days such leave is desired, or as soon as possible in case of emergency. Such personal leave shall not be granted or allowed for any day or consecutive days or any part thereof before or following either a vacation period or a day when school has been closed for an emergency, except, however, if a request for personal leave has been submitted and approved in advance of an emergency closing, such personal leave will be granted even though it shall fall immediately following a day when school has closed for emergency. "Vacation period" shall only apply to the adopted school calendar vacations of Thanksgiving, Christmas, mid-winter break, and spring break.
6. Personal leave days shall only be charged to the unit member when personal leave is taken on a day that school is in session.

E. BEREAVEMENT LEAVE

1. A unit member shall be entitled to leave of absence with pay for a period not to exceed five (5) consecutive days in case of death of a parent, sister, brother, child, spouse, or other member of the family residing with the unit member.
2. All unit members shall be entitled to leave of absence with pay for a period not to exceed one (1) day in case of death of any of the following:

(a) mother-in-law; (b.) father-in-law; (c.) daughter-in-law; (d.) son-in-law; (e.) sister-in-law; (f.) brother-in-law; or (g) a grandparent not residing in the household of the unit member except, however, that where a unit member is required to travel over 100 miles from Mount Vernon, the unit member shall be granted up to, but not more than two (2) days leave of absence with pay.

3. Absent extenuating circumstances, bereavement leave must commence within ten calendar days of the death.

F. JURY DUTY

Any member of the unit who is required to serve on jury duty while school is in session will receive full salary during the period of such jury service, except that the employee shall be required to remit to the District an amount equal to any remuneration received for such jury services other than expense money.

G. MILITARY LEAVE

Military Leave shall be granted in accordance with Section 243 of the Military Law.

H. CHILD CARE LEAVE

Childcare leave shall be granted to all members of the unit pursuant to the following conditions:

1. An employee shall give sufficient notice of his/her request for childcare leave.
2. Child care leave shall begin at a mutually convenient time, shall terminate at a time agreed upon by the teaching assistant and the District and shall not exceed one (1) school year subject to paragraph 6 below. The leave shall not terminate during a term where its expiration could disrupt the program.
3. Child care leave shall be without pay or credit on a salary schedule for probationary employees. The probationary period will be suspended with the commencement of the leave and will resume when the employee resumes service in the District.
4. An employee who suffers an interrupted pregnancy, stillbirth or the death of any child for who she has received a child care leave may, upon written application to the Superintendent, be returned to service upon appropriate certification.
5. Employees on childcare leave shall be permitted to apply for service as a substitute following the birth of the child.
6. For tenured teaching assistants only, the up to one (1) year child care leave may be extended for up to an additional school year on a one-time basis during their career, regardless of the number of childcare leaves taken. The total time spent on the one-time extended childcare leave shall not exceed a period of two school (2) years. The leave shall not terminate during a term where its expiration could disrupt the program.

I. LONG-TERM LEAVE OF ABSENCE

1. Unit members shall be entitled to leave without pay for one school year after seven (7) years of continuous service.
2. Requests for a leave without pay must be submitted by March 1 in writing for the following school year.
3. Such leave shall not be available for the purpose of accepting other employment.
4. Employees shall not be eligible for a second such leave until they have completed seven additional consecutive years after taking the first such leave.
5. An employee granted leave under this section shall be returned to the same or substantially equivalent position if available.
6. Any employee who fails to return for duty on the expiration of long term leave upon the first working day following expiration of such leave shall be deemed to have terminated his/her employment with the District unless such delay is approved by the Board or unless the delay is due to extenuating circumstances. Employees on long-term leave may be required to provide written notice of their intent to return by March 1st of the school year in which leave is taken.

J. WORKERS' COMPENSATION

1. Unit members who sustain a direct physical student-related injury shall receive a maximum of thirty-five (35) days of pay. There shall be no District payments for the same claim in future years. Unit members who sustain non-student related injuries shall receive a maximum of fifteen (15) days of pay.
2. The days referenced above (35 and 15) are a maximum amount to be taken for any single injury. If unit members use more than the above number of days, unit members shall have the right to use accumulated sick days and/or sick bank days or workers' compensation direct payment at the statutory prevailing rates.
3. A Workers' Compensation Committee comprised of equal number of members chosen by the District and the Union will meet to discuss the process by which Workers' Compensation cases will be handled by the District.

K. EXTRAORDINARY LEAVE

Extraordinary Leave: All unit members shall be provided with up to four (4) hours of paid leave per year to undertake screening for breast or prostate cancer. Such leave shall not be charged against any other leave provisions. Requests for Extraordinary Leave shall be completed in writing on an appropriate form. Upon completion of the visit, proof shall be submitted to the Assistant Superintendent of Human Resources.

L. BLOOD DONATION LEAVE

Blood Donation Leave: All unit members shall be provided with up to three (3) hours of paid leave per year for the purpose of blood donation. Such leave shall not be charged against any other leave provisions. Requests for Blood Donation Leave shall be completed in writing on an appropriate form. Upon completion of the visit, proof shall be submitted to the Assistant Superintendent of Human Resources.

**ARTICLE IV
GENERAL WORKING CONDITIONS**

A. SCHOOL YEAR

1. The work year shall be 184 days (180 student contact and 4 Staff Development). However, as part of the regular work year all unit members hired after July 1, 2005 shall be required to attend up to two (2) days of orientation without pay, if scheduled by the District. These days shall be scheduled prior to the start of school and shall be for the first employment year only.
2. All unit members shall be assigned work hours not to exceed those of the teachers with whom the individual unit members work, inclusive of lunch periods. Assistants shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.
3. For 2007-2008, sign-in time for teaching assistants at the Middle Schools and High Schools shall continue at the current times. Sign-out times for teaching assistants shall be 7 hours and 5 minutes later. Student reporting and dismissal times at the Middle Schools and High Schools shall remain at the current times.
4. For 2008-2009, the parties will jointly agree by June 15, 2008 to any changes in teaching assistant sign-in and sign-out times and student reporting and dismissal times. However, these schedule changes shall not result in any additional student contact time.
5. Sign-in for unit members at the elementary schools shall be 8:20 a.m. Students report at 8:30 a.m. The student instructional day shall begin at 8:50 a.m. and the students shall be dismissed at 3:00 p.m. Unit members shall sign-out at 3:10 p.m.
6. All unit members may sign-out on Fridays and days before a vacation at student dismissal time. "Vacation" shall only apply to the adopted school calendar vacations of Thanksgiving, Christmas, mid-winter break, and spring break.
7. As part of their duty, teaching assistants shall be required to attend up to ten (10) one-hour building meetings outside of their regular school day. Faculty meetings scheduled at the end of the regular school day shall commence within fifteen minutes of student dismissal.

B. INVOLUNTARY TRANSFER

In the event of an involuntary transfer of employees in the unit due to a decrease in staff in a particular

building, employees with the least District seniority in that building shall be transferred first. The training and skills needs of the District will also be factors.

C. SENIORITY

Seniority shall be on an overall basis. Those teaching assistants hired on or after October 1, 2004 shall accrue seniority based only on his/her date of hire as a teaching assistant. Seniority for those assistants hired prior to October 1, 2004 shall be determined by his/her total years of service as an aide and assistant in Mt. Vernon.

D. LAYOFF AND RECALL

1. In the event a program is eliminated, there may be layoffs. In the event of teaching assistant layoffs, assistant positions shall be abolished by seniority as an assistant. Assistants whose positions are abolished may choose to return to an aide's position by seniority, if aide positions exist, with bumping rights as an aide, or be placed on the (PEL) Preferred Eligible List for both aides and assistants. In the event of layoff of employees in the bargaining unit because of lack of work, employees with the least seniority shall be selected.
2. Recall of aides who are laid off shall be in inverse order. Such rights shall be identical to those rights granted to competitive employees under Civil Service Law.

E. VACANCIES

All vacancies shall be posted. Summer vacancies must be posted by April 15.

F. POSTING OF OFFICIAL NOTICES

All official District circulars which deal with working conditions or the welfare of employees covered by this Agreement shall be posted promptly.

G. PROBATION

1. Aides who complete a probationary period of thirty (30) days shall be discharged or disciplined for cause only.
2. Assistants initially hired as aides who are appointed as assistants prior to October 1, 2004, shall serve a maximum two (2) year probationary period. Assistant unit members shall serve a three (3) year probationary period if hired after October 1, 2004, unless previously tenured.

H. ALTERNATIVE DISCIPLINARY PROCEDURES

1. The District and the MVFT, in recognition of the time delays, expenses and inefficiency in the Section 3020-a Education Law due process hearing procedure, recognize a need for a more efficient type of disciplinary proceeding for minor discipline cases and agree upon the procedures set forth in this Article as an option available to members of the bargaining unit.
2. In cases where the employer seeks a discipline of less than three (3) months suspension without pay or a fine not to exceed \$5,000.00, if the matter is not settled before a finding of probable cause by the Board, the case shall proceed to a disciplinary arbitration before a single arbitrator, in lieu of Section 3020-a proceedings, at the unit member's option. Such option may be exercised by filing a written notice with the Superintendent within ten (10) calendar days following the receipt of the charge(s). If the unit member opts for Section 3020-a proceedings, the Board's probable cause finding shall be deemed for the purposes of Section 3020-a and the requisite documents will then be forwarded to the State Education Department, including a Demand for Hearing document.
3. Whenever a bargaining unit member is being considered for disciplinary proceedings by the Superintendent pursuant to the requirements of Section 3020-a of the NYS Education Law, the following procedure shall be implemented before charges are brought to the Board for a finding of probable cause:
 - a) The Superintendent shall promptly conduct an investigation of such matter(s) or, in his/her discretion, secure counsel to do so.
 - b) During the investigation, where the charge(s) may be pursued, the Superintendent shall advise the unit member that an investigatory interview with possible disciplinary consequences will be conducted. The unit member shall be confronted by the Superintendent with substance of the charge(s) and be given an opportunity to respond to the same. At the time of such meeting with the Superintendent, the unit member shall have the right to be represented by a building representative or non-attorney union representative.
 - c) Following the meeting described in subparagraph (b) above, the unit member shall be allowed to settle the charge(s) upon whatever terms are deemed agreeable between the unit member and the Superintendent, without the necessity of invoking Section 3020-a proceedings. The unit member shall be advised of the right to be counseled by an attorney or representative of the unit member's choice prior to entering into a settlement agreement under the provisions of this paragraph. Where the unit member chooses not be represented or counseled, such fact shall be noted in any settlement document.
4. The decision of the arbitrator regarding the findings of facts and discipline shall be final and binding upon all parties. The full costs of the arbitrator's fee shall be borne by the District with payments made on behalf of both parties to the arbitration.

I. PERSONNEL FILES

Unit members shall have the right, by appointment, to review the contents of their personnel files, except for privileged information (such as references), and they shall have the right to append an answer to any materials placed therein.

J. EVALUATION

Any evaluation of a unit member by a supervisor or principal must be done on the approved evaluation form (see Appendix III). Unit members may be evaluated no more than twice each school year. No later than February 1 for the first evaluation, and no later than June 1 for the second evaluation. The new evaluation tool for teaching assistants shall be attached as Appendix III.

Scores of 90 – 100 shall be considered outstanding
Scores of 80 – 90 shall be considered very effective
Scores of 70 – 79 shall be considered effective
Below 70 reflects unacceptable performance

K. FITNESS FOR DUTY

Bargaining unit members shall be covered under the provisions of Section 913 of the New York State Education Law.

L. PAST PRACTICE

All matters not covered in this contract which are proper subjects for collective bargaining and are established past practices written or unwritten, shall continue unchanged.

M. LEGAL SERVICES

The District shall provide legal services and legal fees for civil and/or criminal action taken against a unit member in the performance of his/her duty which mirrors those contained in New York State Education Laws 3023, 3028, 3811.

N. SUMMER WORK

Summer assignments shall be based upon seniority unless the unit member does not receive the supervisor's affirmative recommendation on his/her final evaluation.

Unit members who work in the Extended School Year (ESY) program from September to June shall have the right of first refusal for summer work in the ESY program. If additional staff is required for the ESY summer program, the positions will be filled based on skills and training, with seniority also considered as a factor. Unit members shall be compensated at the prevailing hourly rate (annual salary divided by 200 divided by 7).

O. SUBSTITUTING

Unit members shall not be required to substitute for absent teachers.

P. ASSIGNMENTS

Teaching assistants shall be notified in writing of his/her assignment for the ensuing school year as soon as it is decided. Assignments shall not be made for punitive reasons and shall be made taking into consideration the following factors: needs of the district, teaching assistants' requests, prior experience in the assignment, and seniority in the district.

**ARTICLE V
GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. A "grievance" shall mean a complaint by a unit member that there has been as to him/her a violation of inequitable application of any of the provisions of this contract or of adopted District policy pertaining to terms and conditions of employment, except that the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law or (2) the Board of Education is without authority to act.
2. A "grievant" is the person or persons in the bargaining unit making the complaint, including summer and night school personnel, limited to the benefits specifically assigned to them.
3. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
4. The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus weekends or vacation days are excluded.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may from time to time arise, involving the interpretation and/or application of this Agreement and established policy.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and a good faith effort should be made to expedite the process.
2. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that

the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

3. The Federation and District agree that except in unusual circumstances, a grievant should first discuss the "grievance" with his/her principal or immediate supervisor, either individually, or through the Federations' school representative, or by a representative of his/her own choosing, qualified under "D" with the objective of resolving the matter formally.

LEVEL ONE

- (1) Any unit member may present a grievance in writing to the supervisor (for example, department chairman, principal, supervisor, or director) or the employee against whom the grievance exists and who has jurisdiction of the act or condition involved.
- (2) All grievances must be initiated within fifteen (15) days after the grievant knew or should have known of the act or condition which is the basis of the complaint. District notices posted on the union bulletin board in every school or distributed to every unit member, also sent by registered mail to the President of the Federation, shall be considered notice and full knowledge to the Federation and all members of the bargaining unit. In the case of a continuing grievance, however, the time limitation shall be computed retroactively from the date of the initiation of the grievance. Thus, failure to grieve previously within the specified time limits shall not preclude initiation of a new grievance of a similar substance.
- (3) Information copies of the grievance shall be sent concurrently by the unit member to the principal of the school in which the unit member is serving, to the representative of the Federation, and to the Superintendent. The hearing on such grievance shall be held by the unit member's superior within ten (10) days of receipt of such written communication.
- (4) Within five (5) days after hearing of the grievance at the level specified above, the person hearing the grievance shall make his/her decision in writing and mail it to the grievant and to all parties in interest officially present at the hearing as well as the building principal (or unit director) and the Superintendent.
- (5) If the aggrieved unit member has instituted his/her grievance with a person subordinate to a principal, he/she may appeal the decision on such grievance to his/her principal. Such appeal shall be made in writing within ten (10) days from the date or receipt of the written decision rendered by the administrator to whom it was initially submitted. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect.
- (6) It shall also state the names of all persons officially present at the prior hearing, and such persons shall receive a copy of the appeal. A hearing on the appeal shall be held within ten (10) days of receipt of the appeal, and the principal shall render his/her decision within ten (10) days thereafter. At least five (5) days prior to the

hearing on the appeal, the principal shall notify the persons present at the prior hearing of the time and place of the appeal.

- (7) In any situation in which a member of the bargaining unit does not serve directly under persons other than a principal or if the unit member's grievance is based upon an act or condition for which his/her building principal is responsible, the grievant shall submit his/her grievance to the principal of the building in which the act or condition occurred. Such grievance shall be presented in writing within ten (10) days following the act or condition which is the basis of the complaint. The hearing on such grievance shall be held by the principal within the ten (10) days of receipt of such written communication.
- (8) Within five (5) days after hearing of the grievance by the principal, he/she shall make his/her decision in writing and mail it to the grievant, all persons officially present at the hearing and the Superintendent.

LEVEL TWO

- (1) Within ten (10) days of receipt of the decision at Level One rendered by the principal, such decision may be appealed to the Superintendent.
- (2) Appeals to the Superintendent shall be heard by the Superintendent within fifteen (15) days of his/her receipt of the appeal. Written notice of the time and place of hearing shall be given five (5) days prior to the aggrieved employee, his/her representative if any, the President of the Federation, and any administrator who has theretofore been involved in the grievance.
- (3) Within ten (10) days of hearing the appeal, the Superintendent of Schools shall communicate to the aggrieved employee and all other parties official reasons therefore. A copy of the decision shall be sent to the President of the Federation.

LEVEL THREE ARBITRATION

- (1) Any grievance dispute which is not resolved at the level of the Superintendent under the grievance procedures herein may be submitted by the Federation to an arbitrator for decision.
- (2) A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent of Schools under the grievance procedure except in cases where, upon expiration of the time limit for decision, the aggrieved employee or the Federation filed notice with the Superintendent of intention to submit the grievance to arbitration and no decision was issued by the Superintendent within fifteen (15) days after receipt of such notice. No grievance may be submitted to arbitration by an individual unless the Federation has had an opportunity to determine whether it will defend the grievance or allow an individual to bring it to arbitration on his/her own.

- (3) The proceedings shall be initiated by filing a notice of arbitration with one of the permanent arbitrators. Such filing shall be in rotation. In the event the permanent arbitrators are unable to hear a case by reason of resignation or disability the demand for arbitration shall be filed with the American Arbitration Association. The notice shall be filed within ten (10) days after receipt of the decision of the Superintendent of Schools under the grievance procedure, or where no decision has been used in the circumstances described above, three (3) days following the expiration of the fifteen (15) day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the provisions of the Agreement or Board policy involved.
- (4) Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Federation will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, a request may be made to the American Arbitration Association for an arbitrator by either party.
- (5) The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the arbitrator is selected except that neither the Board nor the Federation nor any grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.
- (6) The arbitrator shall limit his/her decision to the application and interpretation of this Agreement, and to any remedy, if appropriate, which is not inconsistent with this Agreement and is not contrary to law.
- (7) However, he/she shall be without power and authority to make decisions or recommendations:
 - (i) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
 - (ii) Involving Board discretion of Board policy under the provisions of this Agreement, except that he/she may decide in a particular case, involving Board discretion or policy, whether or not the Board applied such discretion or policy discriminatorily, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.
 - (iii) Limiting or interfering in any way with the powers, duties and responsibilities of the applicable law, and rules and regulations having the force and effects of law.

- (8) The decision of the arbitrator shall be rendered to the Board and to the Federation and shall be binding on both parties. The Federation agrees that the final decision of the arbitrator ruling on the substance of any question shall be binding on it and the Federation shall support no further appeal beyond such decision.

SPECIAL PROCEDURES

- (1) Any grievance based upon administrative action above the building level shall be submitted to the appropriate administrator under the Superintendent of Schools through the building principal. The appropriate administrative officer shall conduct a hearing on such grievances within ten (10) days and shall render his/her decision in writing five (5) days after concluding the hearing.
- (2) The decision of any administrative officer to whom a grievance is presented, in the first paragraph of this section, may be appealed to the Superintendent in writing within fifteen (15) days of the date of the decision appealed.
- (3) The Superintendent shall conduct a hearing on said appeal within fifteen (15) days of receipt of such appeal and shall render his/her decision in writing within ten (10) days after concluding such hearing.
- (4) If a grievance is based upon a specific act by the Board and (1) the school administration has no discretion in the administration or application of the act of the Board and (2) the act is of such nature that no further action or implementation by the administration is relevant to whether there has been an actual violation of the grievant's rights in this Agreement, the grievance may be initiated at the level of the Superintendent in accordance with the procedure set forth in the second paragraph of this section.

D. RIGHTS OF UNIT MEMBERS TO REPRESENTATION UNDER GRIEVANCE PROCEDURE

1. No reprisals of any kind will be taken by the Board or by any member of the administration against any party in interest, any school representative, any member of the Federation or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a representative of the Federation or a person of his/her own choosing, except that no officer of a rival organization may serve in such capacity.

3. The Federation shall have the right to initiate a grievance if it is a grievance affecting ten or more members of the unit or if said grievance pertains to organizational rights as the exclusive bargaining unit.

E. MISCELLANEOUS

1. The filing or pendency of any grievance under the provisions of this article shall in no way operate to interfere with the right of the Board to continue the action complained of.
2. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without representation by the Federation if the adjustment is not inconsistent with the terms of this Agreement.
3. If a unit member elects to pursue any legal or statutory remedy for any alleged breach of this Agreement or of his/her there under, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of this article.
4. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
5. All documents, communications and records dealing with the procession of a grievance will be filed separately from the personnel files of the participants.
6. Forms for processing grievances will be jointly prepared by the Superintendent and the Federation and given appropriate distribution so as to facilitate operation of the grievance procedure.
7. The Federation agrees that it will not bring, support, or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator; and the Board agrees that will apply to all similar situations the decision of an arbitrator sustaining a grievance.
8. In the course of investigation of any grievance, representatives of the Federation will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.
9. Every reasonable effort will be made by all parties to avoid interruption of classroom activities and to avoid involvement of students in all phases of the grievance procedure.
10. It will be the practice of parties in interest to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Federation and the Board hold proceedings during regular working hours, the grievant and the appropriate Federation representative will

be released from assigned duties without loss of salary.

11. Administrative personnel specified in the grievance procedure may designate representatives to act for them at any stage of this procedure; except that no person shall be designated as representative if such person has ruled on the same grievance at an earlier stage.
12. The time limits specified in any step of this procedure may be extended in any specific instance only by mutual agreement in writing by the Superintendent and the President of the Federation.

ARTICLE VI UNION RIGHTS

A. DUES DEDUCTIONS

1. The District shall deduct Federation dues on a semi-monthly basis upon receipt of a written and signed authorization from an employee authorizing such dues deductions and shall transmit the monies so deducted to the Federation or when required by law. The Federation shall have the right to change their dues once a year upon 15 days written notice prior to the effective date of such change. The District shall not be required to honor for any month's deductions any authorizations submitted to it later than the 10th of the month prior to the distribution of payroll from which the deductions are to be made. The District shall provide the Federation monthly a list of all employees for whom dues have been checked off. Any employee desiring to have the District discontinue deductions that he/she has previously authorized, must notify the District in writing by September 15 of each year for that school year's due, unless required by law.
2. Employees covered by this Agreement who do not voluntarily maintain membership in the Federation shall be required to pay an agency fee to the Federation for those services the Federation is required to provide. The agency fee shall be the same amount and payable at the same time and in the same manner as the dues of the Federation members. The Federation affirms that it has adopted procedures for refunds of agency fee deductions as required by law.
3. The District shall not be responsible for the collection of dues other than as provided in the Article. The Federation shall indemnify the District and hold it harmless for any claim or liability arising from its deduction from paychecks and transmittal to the Federation of dues or agency fee. This clause shall not apply if the District makes an error in the calculation, deduction, or transmittal to the Federation of said Federation dues or agency fees.

B. MEETINGS

Upon reasonable notice of the unit to the principal, the Federation shall be permitted to meet within the school under circumstances which do not interfere with the normal school operation. The Federation shall be granted an auditorium or room for the purpose of holding a school wide meeting upon appropriate prior notice. Federation officials may attend such meeting.

C. LABOR MANAGEMENT RELATIONS MEETINGS

The Federation shall have the right to a monthly meeting with the Superintendent or his/her designee to attend matters of mutual concern.

D. BULLETIN BOARDS

The Federation shall be entitled to the use of bulletin board space as heretofore provided.

E. SENIORITY LIST

A seniority list of employees covered by this Agreement shall be made available for inspection upon request of the unit.

F. CALENDAR COMMITTEE

A committee composed of Federation appointees and Board of Education appointees will agree on a school calendar.

**ARTICLE VII
DURATION**

A. DURATION OF AGREEMENT

This Agreement and each of its provisions shall be effective as of July 1, 2013 and shall continue in full force and effect until June 30, 2016 except as otherwise herein provided in this Agreement. It is agreed that the negotiations will not be reopened during the term of this Agreement except as herein provided. Any District policies unaltered and unchanged by the language of this Agreement shall remain in force, and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this Agreement.

B. LEGISLATIVE CLAUSE

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.

C. DISTRIBUTION OF THE AGREEMENT

All unit members within the jurisdiction of this Agreement shall be given a copy of the contract through the Mount Vernon Federation of Teachers. Within ninety (90) days after ratification of this Agreement, the Superintendent of Schools shall be responsible for printing the Agreement for distribution purposes.

D. SIGNATURES

THE MOUNT VERNON CITY SCHOOL DISTRICT AND THE MOUNT VERNON

APPENDIX I

Teacher Aide Salary Schedule

<u>STEP</u>	<u>SALARY</u>
1	17,758
2	18,728
3	19,705
4	20,681
5	21,651
6	22,626
7	23,609
8	24,577
9	25,553

**Teaching Assistant Salary Schedule
School Year 2013-14**

	0%						
	L01	L02	L03	L04	L05	L06	L07
STEP	< 6 CREDITS	6 CREDITS	18 CREDITS	30 CREDITS	48 CREDITS	60 CREDITS	90 CREDITS
1	\$22,630	\$23,691	\$24,881	\$26,379	\$28,627	\$30,125	\$33,576
2	\$23,865	\$24,929	\$26,114	\$27,614	\$29,864	\$31,361	\$34,812
3	\$25,112	\$26,171	\$27,359	\$28,859	\$31,107	\$32,607	\$36,057
4	\$26,352	\$27,415	\$28,602	\$30,102	\$32,349	\$33,849	\$37,300
5	\$27,591	\$28,652	\$29,839	\$31,339	\$33,588	\$35,086	\$38,537
6	\$28,833	\$29,895	\$31,082	\$32,582	\$34,830	\$36,330	\$39,780
7	\$30,087	\$31,147	\$32,334	\$33,834	\$36,083	\$37,579	\$41,031
8	\$31,318	\$32,380	\$33,566	\$35,065	\$37,314	\$38,812	\$42,262
9	\$32,563	\$33,626	\$34,811	\$36,309	\$38,560	\$40,059	\$43,509

**Teaching Assistant Salary Schedule
School Year 2014-15**

The below salary schedule is effective 9/1/14. From July 1, 2014 to August 31, 2014 the 2013-14 schedule shall remain in effect.

2% (effective 9/1/14)							
	L01	L02	L03	L04	L05	L06	L07
STEP	< 6 CREDITS	6 CREDITS	18 CREDITS	30 CREDITS	48 CREDITS	60 CREDITS	90 CREDITS
1	\$23,083	\$24,165	\$25,379	\$26,907	\$29,200	\$30,728	\$34,248
2	\$24,342	\$25,428	\$26,636	\$28,166	\$30,461	\$31,988	\$35,508
3	\$25,614	\$26,694	\$27,906	\$29,436	\$31,729	\$33,259	\$36,778
4	\$26,879	\$27,963	\$29,174	\$30,704	\$32,996	\$34,526	\$38,046
5	\$28,143	\$29,225	\$30,436	\$31,966	\$34,260	\$35,788	\$39,308
6	\$29,410	\$30,493	\$31,704	\$33,234	\$35,527	\$37,057	\$40,576
7	\$30,689	\$31,770	\$32,981	\$34,511	\$36,805	\$38,331	\$41,852
8	\$31,944	\$33,028	\$34,237	\$35,766	\$38,060	\$39,588	\$43,107
9	\$33,214	\$34,299	\$35,507	\$37,035	\$39,331	\$40,860	\$44,379

**Teaching Assistant Salary
School Year 2015-16**

The below salary schedule is effective 9/1/15. From July 1, 2015 through August 31, 2015 the 2014-15 schedule shall remain in effect.

2% (effective 9/1/15)							
	L01	L02	L03	L04	L05	L06	L07
STEP	< 6 CREDITS	6 CREDITS	18 CREDITS	30 CREDITS	48 CREDITS	60 CREDITS	90 CREDITS
1	\$23,545	\$24,648	\$25,887	\$27,445	\$29,784	\$31,343	\$34,933
2	\$24,829	\$25,937	\$27,169	\$28,729	\$31,070	\$32,628	\$36,218
3	\$26,126	\$27,228	\$28,464	\$30,025	\$32,364	\$33,924	\$37,514
4	\$27,417	\$28,522	\$29,757	\$31,318	\$33,656	\$35,217	\$38,807
5	\$28,706	\$29,810	\$31,045	\$32,605	\$34,945	\$36,504	\$40,094
6	\$29,998	\$31,103	\$32,338	\$33,899	\$36,238	\$37,798	\$41,388
7	\$31,303	\$32,405	\$33,641	\$35,201	\$37,541	\$39,098	\$42,689
8	\$32,583	\$33,689	\$34,922	\$36,481	\$38,821	\$40,380	\$43,969
9	\$33,878	\$34,985	\$36,217	\$37,776	\$40,118	\$41,677	\$45,267

APPENDIX II

PAY DATE SCHEDULE

<u>2014-15</u>	<u>2015-16</u>
7/15/2014	7/15/2015
7/31	7/31
8/15	8/14
8/29	8/31
9/15	9/11
9/30	9/30
10/15	10/15
10/31	10/30
11/14	11/13
11/26	11/30
12/15	12/15
12/19	12/23
1/15/2015	1/15/2016
1/30	1/29
2/13	2/12
2/27	2/29
3/13	3/15
3/27	3/31
4/15	4/15
4/30	4/29
5/15	5/13
5/29	5/31
6/15	6/15
6/25	6/23
6/30	6/30
7/15/2015	7/15/2015

APPENDIX III

Mount Vernon Public Schools
Mount Vernon, New York

TEACHING ASSISTANT EVALUATION

Name _____ School _____ Program _____ Date _____

I. CLASSROOM RESPONSIBILITIES

Rating

1. Knowledge and ability to communicate subject matter _____
2. Knowledge and creation of supportive materials and equipment _____
3. Effectiveness of presentation to small groups and individuals _____
4. Initiative in classroom _____
5. Effectiveness with individual student _____
6. Utilization of appropriate supplementary or enrichment matl. _____
7. Group, student, and program record keeping _____
8. Punctuality. Arrives at assigned classrooms on time _____
9. Begins lessons promptly _____
10. Knowledge of student strengths and weaknesses _____

SUBTOTAL _____

II. SUPERVISION OF CHILDREN

11. Effectiveness of control of children (individuals or small groups) _____
12. Responsiveness of children to Teaching Assistant _____
13. Attitude towards children during presentations and skill exercises _____

SUBTOTAL _____

III. PROFESSIONAL RELATIONSHIPS

14. To Principal, Director, Supervisor/Coordinator and Teacher _____
15. Cooperation and willingness to follow directions and suggestions relating to assigned program _____
16. Seeks assistance when problems arise _____

SUBTOTAL _____

IV. MISCELLANEOUS AND ADMINISTRATIVE RESPONSIBILITIES

17. Punctuality (School Time Schedule, A.M. & P.M.) _____
18. Attendance (Other than approved absences) _____
19. Adherence to school regulations and program design _____
20. Improved knowledge and skills in program _____

SUBTOTAL _____

TOTAL RATING _____

APPENDIX III (continued)

USE NUMBERS FOR RATINGS:

5 = Outstanding 3.5 = Satisfactory 1 = Ineffective
4 = Very Effective 2 = Inconsistent

TOTAL RATINGS SHALL BE DETERMINED AS FOLLOWS:

90 - 100 Outstanding
80 - 89 Very Effective
70 - 79 Satisfactory

Below 70 reflects an unacceptable performance

ADDITIONAL COMMENTS:

Supervisor and/or Principal's Signature _____

Teaching Assistant Comment Or Response

Teaching Assistant Signature

Recommended for another probationary year _____
Not recommended for another probationary year _____
Recommended for tenure _____
Not recommended for tenure _____
Is tenured _____

Recommended for summer school work should the employee apply _____

MEMORANDUM OF AGREEMENT (TEACHING ASSISTANT UNIT)

MEMORANDUM OF AGREEMENT dated this ____ day of May, 2017 by and between the negotiating representatives of the BOARD OF EDUCATION OF THE MOUNT VERNON CITY SCHOOL DISTRICT (hereinafter referred to as the "BOARD" and/or "DISTRICT") and the negotiating representatives of the MOUNT VERNON FEDERATION OF TEACHERS (hereinafter referred to as the "UNION").

A. General

The labor agreement between the parties for the period of July 1, 2013 – June 30, 2016, expired on June 30, 2016. The parties herewith agree that said agreement shall be modified effective as of July 1, 2016 to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expiring contract. Except for the changes to said agreement expressly set forth herein and changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

B. Contingencies

1. This agreement is subject to formal ratification by the BOARD and the membership of the UNION. Such ratification shall occur within thirty (30) days of the date of execution of this Memorandum of Agreement. If either party fails to ratify or fails to act within the aforesaid thirty (30) day period, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this Memorandum of Agreement.

2. The parties agree to incorporate this Memorandum of Agreement into a more formal written agreement.

C. Terms- Teaching Assistant Contract

Article II Salaries and Benefits

1. *Revise SALARIES (Section A) as follows: delete all paragraphs and replace with:*

2016-2017: Effective 7/1/16, 2% applied to the teaching assistant salary schedules set forth in Appendix I.

2017-2018: Effective 7/1/17, 2% applied to the teaching assistant salary schedules set forth in Appendix I.

Retroactive monies for eligible unit members for the 2016-17 school year shall be paid no later than June 15, 2017 and shall be paid by separate check. The parties herewith acknowledge that the retroactive 2.00% increase for the 2016-17 school year shall be applied to the salary schedule beginning 9/1/16. Retroactive monies paid in the 2016-17 school year shall be prorated for those staff working less than a full school year. The parties herewith further acknowledge that there shall be no retroactive payments for those who separated from employment with the District prior to the effective date of execution of this memorandum of agreement.

Retroactive monies paid in the 2016-17 school year shall be prorated for those staff working less than a full school year (because said staff members started their employment after the commencement of the school year) and/or working part-time based upon FTE.

2. *Revise LONGEVITY (Section E.2) by adding the following:*

Effective July 1, 2017:

Increase 15 year level from \$400 to \$450. Increase 20 year level from \$700 to \$775.
Increase 25 year level from \$1,000 to \$1,150.

3. *Revise HEALTH INSURANCE (Section F.1) by adding the following:*

Effective July 1, 2017, unit members shall contribute the following for health insurance: 8% of the premium cost for said individual health insurance coverage with a cap of \$750.

4. *Revise HEALTH INSURANCE (Section F.2) by adding the following:*

The first sentence of said paragraph shall be inapplicable to the extent that the SWSCHP health insurance plan: 1) ceases to operate; and/or 2) ceases to be available to the parties as a plan option.

5. *Revise HEALTH INSURANCE (Section F.6) by deleting and replacing with the following :*

A. The parties herewith acknowledge that there were thirty-one (31) unit members who voluntarily waived their right to participate in the District health insurance plan. Effective in the 2014-2015 school year and thereafter, the District shall increase the annual buy-out amount from \$1000 to \$2000 if by each October 31st an additional five (5) unit members (total of 36 each year) voluntarily waive their right to participate in the District health insurance program. In the event less than an additional five (5) unit members voluntarily waive health insurance the buy-out amount shall remain at \$1,000 and no additional payments shall be made to unit members who have waived health insurance coverage.

B. Effective in the 2017-18 school year and thereafter, the District shall further increase the annual buy-out amount from \$2000 to \$3000 if by each October 31st an additional 4 unit members (total of 40 each year) voluntarily waive their right to participate in the District health insurance program. In the event less than forty (40) but thirty-six (36) or more unit members voluntarily waive health insurance the buy-out amount shall remain at \$2,000 and solely an additional \$1,000 payment (total \$2,000) shall be made to unit members who have waived health insurance coverage. In the event less than thirty-six (36) unit members voluntarily waive health insurance the buy-out amount shall remain at \$1,000 and no additional payments shall be made to unit members who have waived health insurance coverage.

6. *Revise WELFARE FUND (Section H.2) as follows: add:*

For the 2016-2017 school year, the District shall only contribute \$1,275 for each eligible member. Beginning in the 2017/18 school year, the District shall contribute \$1,475 for each eligible member.

7. *Revise STIPENDS (Section J) as follows: add the following:*

Effective July 1, 2017, increase said stipend to \$1,500. Unit members shall be required to participate in training in order to be eligible for said stipend. Said training shall be conducted on Superintendent's Conference Days. In the event no such training is provided by the District said stipend shall still be paid to eligible unit members performing said work.

**Article III
Leaves of Absence**

8. Revise SICK LEAVE (Section A) as follows:

A. Illness for Less Than a Full Day

Delete Article III(A)(5) effective with the date of execution of this MOA by the parties, and replace with the following:

Unit members shall be assessed sick leave time in half day increments.

B. Sick/Personal Leave Incentive Program

Effective July 1, 2017, in the event a unit member uses 7 or less personal and/or sick days in a school year (9/1-6/30) said unit member shall be eligible for a payment in the amount of \$500 (prorated based upon FTE) at the conclusion of each qualifying school year. Unit members must work the full school year in order to be eligible for said payment. Those on an unpaid leave of absence for any period of time shall be ineligible for said payment.

C. Attendance Review Policy

Implement 4 stage procedure for disciplining employees for attendance abuse, inclusive of excessive use.

All initial decisions to be made by the Assistant Superintendent for Human Resources or his/her designee who shall be a District-wide Administrator. For Stages 1-3 "abuse and/or excessive use" shall be determined by the District in its sole discretion. Decisions through Stage 3 to be appealable to the Superintendent of Schools whose decision will be final and binding upon the parties. Said determinations shall not be reviewable in any forum, including the parties' grievance procedure. Stage 4 to be subject to expedited arbitration with the "Loser of Arbitration" being responsible for any and all costs associated with the arbitration, with the exception of legal fees or fees associated with expert testimony. Loser of Arbitration shall be defined as follows: a) for the District a complete finding of no discipline for the employee; b) for the Federation, a finding of the maximum penalty that the arbitrator is authorized to issue. If there is no "Loser of Arbitration", as defined above, the parties shall equally split the cost of the arbitrator.

Stage 1: culminates in a counseling letter.

Stage 2: The District may unilaterally impose a penalty of a letter of reprimand.

Stage 3: The District may unilaterally impose the following penalty and/or penalties: a) a letter of reprimand; and b) require the unit member to submit a doctor's note to the District for every absence and/or provide the specific reason for use of personal leave to the District for a defined period of time (up to 12 months).

Stage 4: The District may unilaterally impose a six (6) month suspension without pay or the equivalent in a fine payable by the unit member over 6 months. For the purposes of this paragraph, if a unit member has been the subject of Stages 1, 2 or 3 of this process and thereafter goes twenty-four months after the end of that stage without moving on to another stage or the District proceeding to other disciplinary action against that member, then the next action that the District may invoke against that unit member is Stage 1 of this process.

For purposes of this section, "abuse and/or excessive use" shall include, but not be limited to:

1. Consistent use of sick or personal days immediately before or after a weekend;
2. Consistent use of sick or personal days immediately before or after an individual holiday and/or recess period (more than 1 day);
3. Regular pattern of sick or personal days on a specific day of the week;
4. Excessive use of sick days (9 or more per year for more than one year except for catastrophic or long term illnesses supported by appropriate medical certificate(s));
5. Misuse of sick and/or personal leave (unit member to be provided with notice and opportunity to be heard).

Nothing hereinabove shall preclude the District from proceeding with disciplinary action, in accordance with applicable law, against a unit member at any stage of the process.

9. *Revise section D (Personal Leave) as follows:*

Change 3 days' notice to 5 days' notice.

10. *Revise CHILD CARE LEAVE (Section H) as follows:*

Insert provision requiring unit members to return to work for 1 full school year before they are eligible for another child care leave (subject to subparagraph 6).

11. Revise *WORKERS' COMPENSATION (Section I)* as follows: add new paragraph

In the event a unit member uses more Workers' Compensation days than the number of days ultimately awarded by the Workers' Compensation Board for a particular injury and/or illness the total number of excess days shall be deducted from said unit member's annual allotment either for that same school year or for the following school year (or school years to the extent that said excess days are more than the unit member's annual allotment). The determination as to the timing of the deduction of days shall be at the sole discretion of the District.

**Article IV
General Working Conditions**

12. Revise *INVOLUNTARY TRANSFER (Section B)* by adding the following:

It is recognized that the transfer of teaching assistants must be made in the context of the educational needs of the school system.

13. Revise *SUBSTITUTE TEACHING (Section O)* by deleting and replacing with the following:

- A. Unit members may be asked to substitute for an absent teacher for one (1) period at the Secondary level or the equivalent of one (1) period on the Elementary level for no additional pay. Said unit members shall be permitted to decline said request.
- B. Unit members may be directed to substitute for an absent teacher or teachers for more than one (1) period at the Secondary level (or the equivalent of one (1) period on the Elementary level) and less than one-half of the workday (3 ½ hours). Said unit members shall not be permitted to decline said directive and shall receive an additional \$35 (for all hours worked) for performing said assignment.
- C. Unit members may be directed to substitute for an absent teacher or teachers for more than one-half of the workday (3 ½ hours). Said unit members shall not be permitted to decline said directive and shall receive an additional \$75 (for all hours worked) for performing said assignment.

14. The parties herewith acknowledge that the contract may be reopened in the event the District recreates the position of teacher aide for the limited purpose of creating 2 or more categories of aides for the purposes of layoff and recall.