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AGREEMENT

between

CHIEF EXECUTIVE OFFICER

of

MECHANICVILLE CITY SCHOOLS

and

**MECHANICVILLE TEACHERS'
ASSOCIATION**

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AUG 02 2010

ADMINISTRATION

July 1, 2009 – June 30, 2012





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PREAMBLE

In order to effectuate the provisions of Article 14 of the Civil Service Law (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Mechanicville Board of Education (hereinafter referred to as the "Board"), and its Chief Executive Officer (hereinafter referred to as the "Superintendent"), and the professional employees represented by the Mechanicville Teachers Association (hereinafter referred to as "Association"), and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of education may best be served in Mechanicville, the following Agreement is submitted.

ARTICLE I

RECOGNITION

- A. The Mechanicville Board of Education recognizes the Mechanicville Teachers Association as the exclusive negotiations unit for all professional, certified personnel, except the Chief School Officer (Superintendent), Business Manager, Building Principals, other full-time administrators, and full-time Assistant Principals (as described in Article XXVIII, Section E.).
- B. The Mechanicville Board of Education and the Mechanicville Teachers Association agree that the latter shall have unchallenged and representation status for the maximum period permitted by law.
- C. The Mechanicville Board of Education agrees not to negotiate with any other teacher organization other than the Mechanicville Teachers Association for the duration of this Agreement except as provided by the Public Employees Fair Employment Act.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that formal negotiations will not be reopened on any item contained herein during the life of this Agreement. Nevertheless, because of the special nature of the public educational process, it is likewise recognized

that matters may, from time to time, arise of mutual concern to the parties, and so an opportunity for mutual discussion should be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

- B. No later than April 1 of each negotiating year, the parties will enter into good-faith negotiation over a successive agreement covering the following school year. If such an agreement is not concluded by April 15, the parties shall request the State Public Employment Relations Board to assist the parties to reach an agreement.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE III

TEACHER FACILITIES

- A. Each school shall have the following facilities:
 - 1. Every effort will be made to provide space in each classroom in which teachers may safely store instructional materials and supplies under lock and key.
 - 2. A room to be reserved for the exclusive use of the teachers as a faculty room.
 - 3. A serviceable desk and chair for the use of each teacher.
 - 4. Well-lighted, clean teacher restrooms with assurance of privacy wherever a student facility must be used.
 - 5. The Board shall make every effort to provide adequate parking for teachers at all schools, or in reasonable proximity to said school.

ARTICLE IV

VACANCIES AND PROMOTIONS

1. All vacancies shall be posted in the Teachers' Room in every school, clearly setting forth a description of and the qualifications for the position, including the duties and salary.
2. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when application must be submitted.
3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, or his designated administrator, within the time limit specified in the notice.
4. Teachers who desire to apply for a vacancy which may be filled during the summer vacation period shall submit their names to the Superintendent, together with the position or positions they desire to apply for and an address where they can be reached during the summer vacation period. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply and such notification shall set forth a description of and the qualifications for the position including the duties and salary. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted. In addition, the Superintendent shall, within the same period, post a list of vacancies to be filled during the summer vacation period on a bulletin board at the administration office and shall send such a list of positions to the President of the Association.
5. All appointments to the aforesaid vacancies and openings are to be based upon qualifications and experience. They shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status or ancestry.
6. If an applicant for such a position who is not selected requests the reasons, such reasons shall be given to him/her orally or in writing.

ARTICLE V

SICK LEAVE

1. Teachers shall be entitled to fifteen (15) days of sick leave each school year as of the first official day of each school year whether or not a teacher reports for duty on that day. Four (4) days will be utilized for illness in the family.
2. Any new teacher resigning or terminated for any reason prior to the beginning of his/her sixth (6th) month of employment within a school year shall be entitled, during such limited period of employment, to the use of sick leave days up to and not exceeding 1.5 times the number of months worked within that school year. Sick leave days taken in such a case in excess of number of months worked during the school year shall be deducted from his/her final check at the rate of 1/200th of his/her annual salary for each day.
3. Days of sick leave may be accumulated up to a maximum of two hundred fifty (250) days.
4. In addition to personal illness or injury, four (4) days of personal leave may be utilized each year for business which cannot be conducted at any other time. Personal leave should be requested at least three (3) school days in advance except in cases of emergency. If an emergency arises the teacher should request the personal leave as soon as possible in order that an appropriate substitute teacher may be secured. When advance request is made, the request should be in writing and directed to the Building Principal, including the reason for such leave, whenever possible. However, if said teacher does feel that the reason for the leave is of an extremely personal nature and does not wish to divulge the reasons, he/she may so state in his/her request.

Personal leave is intended for the conduct of business purposes, and may not be used as an extension of a holiday, addition to sick leave, except as hereafter provided, or substituted for any other form of sick leave.

At the close of the school year, unused personal leave will be added to accumulated sick leave provided the maximum accumulated sick leave of two hundred fifty (250) days is not thereby exceeded.

5. In the case of death in the immediate family (spouse, parents, children, brother, sister, grandparents, father-in-law and mother-in-law), or in other instances upon the approval of the Superintendent, a teacher may take five

(5) calendar days per occurrence, not to be deducted from personal leave or personal illness and non-accumulative.

6. When a teacher utilizes sick leave because of an accident sustained while in the proper performance of his or her assigned duties, and a Workers' Compensation award is made to the School District, said teacher shall be credited with sick leave prorated on the amount of the award.
7. Each teacher may be entitled to two (2) days leave per year to be used for visiting other school districts or educational facilities upon approval by the administration.

ARTICLE VI

CHILD REARING LEAVE

1. Upon giving thirty (30) days prior notice, a teacher shall be entitled to a child care leave of absence without pay for a specified period not to exceed four (4) regular academic semesters beyond the semester during which the leave became effective. Such a leave commencing at the opening of school in the fall, due to the birth or adoption of a child during July and August, shall not exceed the four (4) regular semesters of school following such a birth or adoption. The request for such leave shall indicate the anticipated time the teacher intends to return which shall coincide with the beginning of a semester. The leave may be abbreviated for the following reasons only:
 - a. death of a child
 - b. death or disability of the spouse
 - c. loss of employment of the spouse
 - d. divorce or separation from the spouse

A written request to abbreviate the leave must be submitted to the Superintendent of Schools at least one (1) full semester prior to the return date.

2. Upon the return of a teacher on leave of absence because of pregnancy or childbirth, she may be required to furnish a statement from her physician attesting to her ability to resume the full performance of her duties and responsibilities. A leave of absence because of pregnancy or childbirth is not to be construed as sick leave except that the teacher may elect to utilize her accumulated sick leave during her period of physical disability. Pursuant to such election during a pregnancy leave, sick leave will be paid only during the time period for which a physician certifies the employee to be physically

disabled because of pregnancy or childbirth and only to the extent of the number of sick leave days accumulated.

3. A teacher on a child care leave shall notify the Superintendent in writing not later than April 1 prior to the expiration of the leave of his/her intentions as to whether or not he/she will return to their position.
4. When the teacher returns to the teaching position, he/she will be credited with all benefits earned prior to the leave, as well as to any new benefits to which he/she would then be entitled as a current full or part-time teacher, except for sick leave which would have been accrued during the absence had the teacher not been on leave and except for service credit for leave period.
5. A teacher on leave care will be permitted to retain all benefits of the current medical insurance program provided that the teacher pays the full premium.

ARTICLE VII

SABBATICAL LEAVE

Purpose

A sabbatical leave program shall be used as a means of improving the educational program of the District.

Eligibility

1. To be eligible to apply for a sabbatical leave, a teacher must have completed seven (7) consecutive years of experience in the Mechanicville School System (leave of absence accepted).
2. A sabbatical leave will be granted during years when no reductions in force are made. When the Board of Education must make reductions in force, a sabbatical leave may be granted. Leaves will be for an approved program of graduate study or such other purposes as may be considered valuable to the District.

Distribution of Sabbatical Leave

1. At least one approved sabbatical leave will be granted each year in the system, provided such applications are received. The decision to grant more than one sabbatical leave rests solely at the discretion of the Board of Education.
2. Leaves will be granted for one or two semesters of a school year.
3. Summer study does not apply.

Procedure

1. An application outlining details of the proposed leave shall be filed with the Superintendent no later than March 1st. An application form will be prepared prior to the start of the school year. Included in the application will be a detailed statement of the benefits which the District might secure from such a leave.
2. If the leave is to be for graduate study, appropriate papers from an approved university must accompany the application indicating acceptance at the university and specifying the field of study to be pursued.
3. Requests for sabbatical leave will be presented to the Board of Education by the Superintendent along with his recommendations at the regular April meeting of the Board of Education.
4. Granting a sabbatical leave by the Board of Education shall be determined according to the following:
 - a. Usefulness of the experience to the District.
 - b. Availability of qualified replacements.
5. A teacher on sabbatical leave for graduate study must carry a regular program or its equivalent. A regular program will be interpreted as fifteen (15) credit hours per semester or whatever the normal full-time graduate program is interpreted to be at the particular institution involved.

Compensation

1. A teacher on sabbatical shall receive one-half salary while on leave.
2. Sabbatical pay will be figured on an applicant's salary statement for the school year the applicant is on leave of absence. Salary statement includes salary commensurate with salary scale, extra pay for additional degrees and hours, and pay for those receiving compensation for military service.
3. Salary will be paid on the regular paydays of the teaching staff.
4. The teacher on sabbatical shall:
 - a. Have his/her service on leave count as active service for retirement provided contributions to the system are made.
 - b. Return to the same position at the same school at the beginning of the following semester unless a change is mutually agreeable.
 - c. Receive any increment and/or adjustments in salary as if he/she had not been on leave.
 - d. Be eligible for group health insurance coverage.
 - e. Be granted regular sick leave days accumulated during his leave.

Agreements by Teacher

1. The teacher shall serve the Mechanicville City Schools for a two (2) year period succeeding the school term during which the sabbatical was taken.
2. The teacher shall submit, in writing, a report of the use which is being made of the leave as requested by the Superintendent to assure that the leave is being used for the purpose it was granted. (Minimum – two (2) such reports.)
3. If the Superintendent is convinced that the teacher is not using the sabbatical leave for which it was granted, he shall report this fact to the Board of Education. After giving the teacher an opportunity to be heard, the Board may terminate the leave of absence as of the date of its abuse.

4. The teacher, while on leave, shall receive the full sabbatical stipend regardless of compensation received from fellowships, assistantships, or other occupations. It is expected that any fellowship, assistantship, or other occupation that might provide compensation will not interfere with the original intent of the sabbatical leave.
5. Changes in academic study must be filed with and approved by the Superintendent and the Board of Education.
6. The teacher shall submit a final report of work undertaken and activities engaged in during the sabbatical leave.

ARTICLE VIII

POSITIONS IN SUMMER SCHOOL AND ADULT EDUCATION

1. All positions for summer school and adult education shall be adequately publicized in each school building as early as possible. Teachers who have applied for such positions shall be notified of the action taken regarding their applications as early as possible.
2. Priority consideration of summer school and adult education applications shall be given to qualified teachers already employed full-time by the district. Previous successful experience in the district will be an important factor in making selections thereof.
3. Once a teacher is notified of his acceptance for summer school or adult education employment, he/she shall be employed in a professional capacity for the period specified at the agreed compensation, depending on adequate registration for said course.
4. Summer school salary schedules will be posted prior to posting of vacancies.
5. Every effort shall be made to keep remedial summer class size to fifteen (15) pupils.
6. Every effort shall be made to insure that the supplies, textbooks, and other teaching materials necessary for the summer assignment will be at the designated teaching station at least four (4) days prior to the opening of the summer session.

ARTICLE IX

NEWLY EMPLOYED PERSONNEL

1. Where possible, only professionally qualified candidates shall be considered for hiring.
2. The District shall appoint new employees to specific tenure areas, in accordance with the Education Law.
3. Credit for previous teaching experience.

Teachers who are hired for positions in the school system may be allowed up to ten (10) years full credit for teaching experience and two (2) years military service.

ARTICLE X

VOLUNTARY TRANSFER AND REASIGNMENTS

1. Teachers who desire a change in grade level and/or subject assignment or who desire transfer to another building may file a written statement of such desire with the Superintendent of Schools ordinarily not later than February 1. Such statement shall include the grade level and/or subject to which the teacher desires to be assigned and/or the school building or buildings to which he/she desires to be transferred. Whenever a vacancy becomes known, the teacher who has filed applications for such position shall be notified as promptly as possible.
2. In the determination of requests for voluntary reassignment or transfer, the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interest of the school system.
3. A tenured teacher transferring from one tenure area to another shall be required to serve two (2) years probation in order to attain tenure at the new level.

ARTICLE XI

TEACHER EVALUATION

1. Procedure

- a. Following an observation, the observer shall meet with the teacher as soon as possible to discuss the lesson. The observer may then submit a written evaluation of the lesson.
- b. All monitoring and observation of work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

2. Evaluation

Any observer, or supervisor, who detects a deficiency in a teacher's classroom conduct and/or teaching techniques, will discuss the matter with the teacher and provide follow-up observations and conferences in an attempt to correct the deficiencies before any employment decision is made.

3. Probationary Teachers

- a. Observation of first year teachers should be for assistance and constructive criticism. Such observations should occur at least three (3) times for each new teacher.
- b. Written supervisory reports shall be filed after each observation.
- c. Non-tenure teachers will be notified of termination of employment not later than April 1st.
- d. If a probationary teacher who is denied tenure requests the reasons for such denial, such reasons shall be given to him/her orally.
- e. No tenured teacher will be dismissed without just cause.

ARTICLE XII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. **Definition:** An involuntary transfer or reassignment is a transfer that has not been initiated or requested by the teacher.
2. Involuntary transfers or reassignments shall be made only when necessary and in the best interest of the school system. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as possible.
3. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal in charge, at which time the teacher will be notified of the reasons for the proposed transfer, which shall be based on sound educational policy. In the event that the teacher objects to the proposed transfer or reassignment, he/she may request the Association to arrange a meeting between the Association representative and the Superintendent to discuss the matter.
4. Teachers being involuntarily transferred shall be notified of the positions available in their tenure area. Such teachers may request the positions, in order of preference, to which they desire to be transferred. Seniority and their preference will be two of the major factors in making these transfers.

ARTICLE XIII

TEACHER ASSIGNMENT

1. By June 1, teachers will be notified of their tentative program for the coming school year with respect to (a) the subjects and/or grade level they will teach, (b) extra-curricular assignments, and (c) the approximate ability level of their students. It should be understood that, after June 1st and prior to the opening of school in September, changes in teacher assignments may be required. Such changes will be brought to the attention of those teachers involved at the earliest possible date.
2. In order to assure that pupils will be taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily, outside the scope of their teaching certificates and/or their major or minor fields of study.

3. The number of different lesson preparations in grades 7 through 12 in English, Social Studies, Mathematics and Science, shall not exceed two (2) without mutual agreement of the teacher and the administrator. However, when circumstances exist that require that an additional preparation be assigned in order to avoid cancellation of the class, without mutual agreement of both parties, such a condition shall exist for only one (1) year. When it is necessary to assign a staff member a third preparation without mutual agreement, the administrator will not assign study hall or cafeteria supervision duties during the course of the year.
4. School personnel who are regularly scheduled to work in more than one school during the course of the school day, and for whom no other flat rate is provided, shall be reimbursed at the IRS rate per mile.
5. The teacher Agreement signed by any member of the staff shall be effective from September 1 to June 30 of each year, and all members of the staff will be on duty within their time period except for school holidays or those times otherwise agreed upon.
6. For the life of this Agreement, unit members who have cafeteria duty will be paid \$700 per lunch period. Assignment to this duty will be on a voluntary basis from those available in each lunch period. If there are not sufficient volunteers, the assignment will be made to unit members as in the past in an equitable and rotating manner.

ARTICLE XIV

CLASS SIZE

The administration will endeavor to keep classes within the range suggested below:

<u>Primary Grades</u>	<u>Goal for Class Size</u>
Average Students	20-25
Slow Students	15-20
<u>Middle School</u>	<u>Goal for Class Size</u>
Average Students	10-25
Slow Students	15-20
<u>High School</u>	<u>Goal for Class Size</u>
Academic Subjects	
Average Students	25-30
Slow Students	15-20
Industrial Arts & Home Economics	15-20
Art	20-25
Business Subjects	20-25
Physical Education	30-40

Class Size – In grades 6-12 the maximum load per teacher, except physical education, shall be 135.

It is further understood that the maximum load pertains to the beginning of the school year, and should an enrollment increase necessitate more than the maximum students per teacher occur after the opening day, classes will not be subdivided until the following school year, unless an increase exceeds 15 students, and then, a change will only be made at the end of the first semester in January.

ARTICLE XV

TEACHING LOAD

Primary (K-5)

1. Primary school teachers shall have a thirty (30) minute duty-free lunch period daily.

2. When a certified teacher is in charge of an elementary school teacher's entire class, the classroom teacher shall be free to use this time for the performance of professional duties (example, computer class). The exception to this will be library classes where the teacher will be required to be in the library the last ten minutes of the library class period.
3. During each instructional day, each primary school teacher will have forty (40) consecutive minutes of preparation time. Tentative special class schedules shall be available by August 15.

4. **Secondary School (6-12)**

1. **All teachers should be assigned as follows:**
 - a. No more than five (5) instructional periods.
 - b. One thirty (30) minute duty-free lunch period daily.
 - c. At least five (5) unassigned periods per week, for the performance of professional duties.
 - d. Teachers having five (5) instructional classes shall not have more than one (1) study hall per day unless mutual agreement between the administrator and the teacher is reached to exceed this number. Teachers will not be assigned more than six (6) periods per day.
2. **Extra Instructional Period Assignments**
 - a. Effective with the 1999-2000 school year, the District will post "openings" for a sixth (6th) instructional period. Such posting shall be in accordance with the provisions of Article IV.
 - b. Only secondary (grades 6-12) teachers with at least one year of prior teaching experience may volunteer for a sixth (6th) instructional period within their tenure area. Consideration will be given to the volunteer(s) based on their qualifications and seniority with the final decision on assignment, if any, determined by the Superintendent of Schools.
 - c. There will be no limit on the number of sixth (6th) instructional periods posted and filled by volunteers. Effective September 1, 2001, science labs will be eligible for payment under this provision on a pro-rated basis.

- d. The total number of students assigned to a teacher with six (6) instructional periods shall not exceed a daily teaching load of more than one hundred and fifty (150) students. Secondary teachers who teach a sixth (6th) instructional period shall not be assigned that semester to a supervisory duty such as study hall, hall duty or remedial lab.
- e. Secondary teachers will be compensated \$ 3,675 for teaching a voluntary sixth (6th) instructional period for a full year course. If the sixth instructional period is only a semester course or a science lab which does not meet on a daily basis, the teacher will be compensated on a pro-rated basis.
- f. There shall be no loss or reduction of unit positions as a result of the implementation of the sixth (6th) period assignment provision.

ARTICLE XVI

REDUCTIONS IN FORCE

- 1. When it is deemed necessary by the Board to reduce programs or positions, and it is not possible to do so by normal attrition, the following will apply:
 - a. Teachers who are laid off due to reduction in staff shall receive at least sixty (60) calendar days notice prior to the end of the current school year.
 - b. When a teacher is notified of layoff, he/she shall be permitted to accept any other position he/she is qualified to perform, provided a vacancy exists at the time of or during the layoff.
 - c. Recall of teachers laid off by reduction in staff shall be in order of their seniority in the appropriate preferred eligibility list. Notice of recall shall be by certified mail to the last known address.
 - d. If a teacher fails to respond affirmatively to a notice of recall within ten (10) days of receipt of the certified letter or if the certified letter is returned by the Post Office as non-deliverable, (s)he shall forfeit all rights to such position.

ARTICLE XVII

TEACHER RIGHTS

1. The school calendar year shall begin the first Tuesday after Labor Day and shall end no later than one day after the last Regents Day in June except in case of unusual emergency situations and after consultation with the teachers.
2. The present policy concerning the length of the teachers' working days shall be in effect for the length of this Agreement except in the case of an unusual emergency. The length of the teachers' work day shall be six (6) hours and fifty (50) minutes.
3. No appointments shall be made for a member of the staff without first consulting with the staff member except for those appointments required due to an emergency situation within the school day.
4. Teachers shall not be required to:
 - a. Collect milk and lunch money
 - b. Perform parking supervision
 - c. Duplicate materials which are curriculum guides, outlines or syllabi
 - d. Make regular assigned lavatory checks
 - e. Supervise students who have received penalties imposed by administration unless equally rotated amongst all full-time certified teaching staff in the building other than guidance personnel.
 - f. Address or mail envelopes for progress reports and interim reports.
5. Teachers shall have the right to inspect their individual personnel folders, with the exception of confidential placement material. No material shall be placed in a teacher's folder unless he/she has had an opportunity to review the material. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and included in the file material.

6. Any rebutted material placed in a teacher's personnel file may be requested to be removed from the teacher's personnel file after one year of its placement. The teacher may request a meeting with the Superintendent to determine whether the material shall be removed. A representative of the Association may be present at the teacher's request.

7. **Representation**

Teachers being called to the Principal's Office for negative reasons two (2) times may be accompanied by another person on the second occasion provided the person requested to accompany the teacher is available on that day.

Any teacher referred to the Superintendent for potential disciplinary reasons may be accompanied by a person of his/her choice provided the person is available on the day of the meeting. If a teacher determines that a meeting with a Principal is detrimental to his/her employment, when the Principal terminates the meeting, the second meeting may be requested by the teacher, with a representative present.

8. In the High School, lunchroom duty will be distributed in an equitable manner with teachers first having the choice of volunteering. If enough do not volunteer, the Principal will make the assignments. Prior to making the assignments, the Principal will meet with the Building Representative.
9. No teacher shall suffer any professional disadvantage by reason of his/her membership in the Association or participation in its lawful activities or for exercising his/her legal constitutional rights.
10. Teachers are permitted to leave school premises during the lunch period so long as they understand the need to return at the appropriate time.

ARTICLE XVIII

SUBSTITUTE TEACHERS

1. It is the responsibility of the classroom teacher to report his/her impending absence as soon as it is practicable and ordinarily by 7:00 a.m. on the day of his/her absence.
2. It is the responsibility of teachers who are absent to provide seating charts and lesson plans for the use of the substitute, for one week in advance.

3. Every effort will be made to provide a substitute for a teacher who is absent.
4. In the event a substitute cannot be obtained:
 - a. A teacher in grades K-5 shall supervise an extra class or part thereof, not to exceed four (4) times per year. Any number in excess of four (4) shall have to be mutually agreed on between teacher and Principal. The first two (2) extra supervisions will be without compensation; the next two (2) will be paid at the professional compensation rate provided in Schedule "B".
 - b. A teacher in grades 6-12 shall supervise an extra class, or part thereof, no more than four (4) times per year. Any number in excess of four shall have to be mutually agreed on between teacher and Principal. These shall be full class periods and not a part thereof. A teacher supervising a study hall to which students are assigned as a result of a teacher absence shall not have the assignment counted toward this limitation.

ARTICLE XIX

TEACHER AIDES

Teacher aides shall be continued to be provided for supervision of students during the lunch period. To insure the effectiveness of supervision, aides shall be informed of their responsibilities through an orientation program. Said orientation will specify the degree of authority provided the aides and will include a clear statement or procedures to be followed in the execution of their duties.

ARTICLE XX

REQUISITIONS

Teachers shall submit their requisitions to their Building Principals on the date recommended by the Business Office each year. Any deletions to be made in a teacher's requisition should be discussed with the teacher so that he/she will be aware of such deletions. An explanation for any decision should be given to the teacher. If it is necessary to make deletions because of financial limitations, the teacher may have a choice as to which items are to be deleted. Every effort will be made to have requisitioned material available to teachers not later than the first day of school in September.

ARTICLE XXI

GRIEVANCE PROCEDURE

Section I – Purpose

It is the purpose of the grievance procedure to resolve alleged grievances of teachers at the lowest possible administrative level and to reach a solution suitable to both teachers and the Board of Education through standard procedures whenever differences arise between the two groups.

Section II – Definitions

- 2.1 A Grievance is any claim by the Association, a teacher or group of teachers that there has been a violation, misinterpretation or misapplication of the terms of this Agreement, or violation of any established policy or practice affecting their welfare and/or the terms and conditions of employment.
- 2.2 Supervisor shall mean any department chair, principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
- 2.3 The Chief Executive Officer is the Superintendent of Schools.
- 2.4 Association shall mean the Mechanicville Teachers Association.
- 2.5 Aggrieved Party shall mean any person or group of persons in the negotiating unit, or the Association processing a grievance. Any aggrieved party shall have the option to process such grievance individually or by, or with, representation of the aggrieved party's choosing.
- 2.6 Party In Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- 2.7 Grievance Committee is the committee created and constituted by the Mechanicville Teachers Association.

Section III – Procedure – Stages:

3.1 Stage 1: Immediate Supervisor – Informal

A teacher who has an alleged grievance, or his or her representative, will discuss it with the teacher's supervisor in an attempt to resolve the matter informally.

3.2 Stage 2: Grievance Committee of the Mechanicville Teachers Association

If the aggrieved person is not satisfied with the disposition of his/her grievance at Stage 1, or if a decision has not been rendered within ten (10) school days after presentation of the grievance, he/she may request a hearing before the Grievance Committee of the Mechanicville Teachers Association. At this stage, the matter may still be resolved informally.

3.3 Stage 3: Immediate Supervisor – Formal

If the grievance is not resolved informally, it shall be put in writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall (without any further consultation with the aggrieved party or the party in interest) render a written decision on the matter and present it to the teacher, the Grievance Committee of the Mechanicville Teachers Association and the Superintendent.

3.4 Stage 4: Chief Executive Officer – Formal

- A. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 3, and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration. If the Grievance Committee determines that the teacher has a valid grievance, it will file a written appeal of the decision at Stage 3 with the Chief Executive Officer within ten (10) school days after the teacher has received the written decision. If the Grievance Committee decides the grievance is not valid, the aggrieved party may either drop the grievance claim or continue his/her own appeal without the support of the Grievance Committee.

- B. Within five (5) school days after receiving the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or his representative and all other parties in interest.
- C. The Chief Executive Officer shall render a decision in writing to the teacher and the Grievance Committee within five (5) school days after the conclusion of the hearing.

3.5 **Stage 5: Board of Education – Formal**

- A. If the teacher and the Association are not satisfied with the decision at Stage 4, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) days after receiving the decision at the conclusion of Stage 4.
- B. At the first scheduled meeting after the receipt of the appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- C. At the next regularly scheduled meeting after the hearing, the Board of Education shall render a written decision on the grievance.

3.6 **Stage 6: Arbitration**

- A. After such a hearing is held in Stage 5, if the aggrieved party is not satisfied with the decision at Stage 5, and the Association determines that the grievance is meritorious, the grievance may be submitted to arbitration by written notice to the Board of Education within ten (10) days of the decision reached at Stage 5.
- B. Grievances which are carried to the stage of arbitration shall be restricted solely to the question of the interpretation of this Agreement.
- C. Within five (5) days after submission of such written notice requesting arbitration, application for selection of an arbitrator will be made to the Public Employees Relations Board by either party. The parties will be bound by the rules and procedures of the Public Employees Relations Board in the selection of an arbitrator.
- D. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) days from the date of the close of the hearing, or if oral hearings have been waived, from the date the

final statements and proofs are submitted to the panel. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issue. The arbitrator may hear and rule on several grievances in each case unless either the District or the Association objects.

- E. 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.
- F. The decision of the arbitrator shall be binding upon both parties.
- G. The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

Section IV – General Procedures

- 4.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, the Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 4.2 If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 3 described above.
- 4.3 The preparation and processing of grievances, insofar as practicable, will be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 4.4 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
- 4.5 Except as otherwise provided in paragraphs 3.1, 3.2, and 3.3 of Article XX, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her to testify and to call witness on his own behalf, and to be furnished

with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

- 4.6 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board of Education or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 4.7 Forms for filing grievances, serving notices, staking appeals, and making reports and recommendations and other necessary documents will be jointly developed by a representative of the Board of Education and the Association. The Chief Executive Officer shall then have them printed and made available so as to facilitate operation of the grievance procedure.
- 4.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4.9 Nothing contained here will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding on either of the parties to this Agreement in future proceedings.

Section V – Time Limits

- 5.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 5.2 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

- 5.3 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 5.4 In the event a grievance is filed on or after June 1, upon request or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
- 5.5 All grievances will be deemed to have been waived unless filed in writing at Stage 3 within forty (40) calendar days after the occurrence alleged as a grievance.

ARTICLE XXII

PHYSICAL CONDITIONS

Every effort will be made to maintain and renovate our schools in accordance with health and safety standards.

ARTICLE XXIII

MISCELLANEOUS

1. If a payday falls during vacation, checks will be mailed to the teacher if said teacher makes available a self-addressed envelope.
2. If the Elementary School building is used as a polling place on Election Day, there shall be no school in session and the time will be allowed to conduct parent-teacher conferences which are required in our schools.
3. Non-resident Association members shall be eligible for a reduced non-resident tuition rate. The tuition for a single child (K-12) shall be \$1,500 for the child of an Association member. The tuition for two or more children (K-12) shall be \$2,500 for the children of an Association member. The tuition rate shall be the same irrespective of the child's/children's grade(s).
4. All existing policies that are now in effect shall remain in effect unless otherwise stated in this Agreement.

5. Inasmuch as a conference is required with each parent of students in grades K-5, there shall be a program providing for released time to meet this obligation.
6. All Committee meetings of the Association dealing with the process of negotiations as provided for by the Taylor Law will be conducted outside of the normal duty hours of the member of the Association. Materials and supplies used in the process of negotiations shall be supplied by the Association.
7. Discussions should be held bi-monthly between representatives of the Board of Education, representatives of the MTA and the Superintendent, and/or his representatives, to review issues related to the negotiated Agreement currently in effect. Such discussions are not intended to replace or circumvent existing procedures or committees. A summary of the discussion will be reported as minutes to all parties in the Agreement.

The assignment of any additional non-instructional duties will be a topic for the bi-monthly meetings.

8. **Faculty Meetings**

Teachers are required to remain at faculty meetings that extend beyond the normal work day provided that the faculty meetings which require after hour attendance are limited to no more than one per month and no more than 30 minutes per month of after hour attendance is required. Prior to the meeting, teachers with a valid reason for leaving such a meeting shall petition the person conducting the meeting for permission to leave prior to the completion of the meeting. Such excuses shall not be unreasonably denied.

ARTICLE XXIV

ASSOCIATION RIGHTS

1. No teacher shall suffer any professional disadvantage by reason of his/her membership in the Association.
2. The Association shall be entitled to use the facilities of the District in accordance with the policy and rules of the District governing use of facilities by organizations. In accordance with such policy, the Association may use a classroom or auditorium at no cost during the time the school buildings are open.

3. The Association shall be permitted to use the intra-school mail facilities of the District in the normal processing of correspondence and bulletins for the Association. Such use, however, should not interfere with the normal operation of the intra-school mail service.
4. The Association shall be permitted to use the teachers' mailboxes in each school for the distribution of materials of the Association. The distribution shall be the responsibility of the representative of the Association.
5. One bulletin board shall be provided in a faculty room in each building in the District for the use of the Association for the posting of notices, bulletins, and other Association business.
6. Upon specific request by the Association the personnel conducting building faculty meetings will announce that an Association meeting will be convened after the close of the faculty meeting.
7. Upon specific request from the Association the agenda for the orientation program for new teachers will include a notation that an Association meeting will be convened after the close of the orientation program.
8. The Association shall be afforded the opportunity to make announcements over the school public address system concerning meetings of the Association. Such announcements shall be made during the normal announcement period of the school. Announcements made at other times shall be at a time determined by the administrator in charge. The contents of all announcements made over the public address system are subject to prior approval of the administrator in charge.
9. Before the Board adopts the school calendar, the Association shall have an opportunity to examine it and make recommendations.
10. The MTA President or his or her designee will be granted time to attend PERB procedures without loss of pay or leave time.
11. The school board will pay for a substitute for a teacher representative to attend the annual meeting of the New York State Retirement Board, the Representative Assembly meeting of the New York State United Teachers and one other day for Association business. When the teacher returns, a report will be submitted to the Superintendent of Schools. Absence for attendance at the meeting will not be deducted from the teacher's personal leave.

12. The Association president will be allowed two additional days to conduct bona fide Association business. The cost of the substitute teacher for the first additional day will be paid for by the Association and the second additional day will be paid by the District.

ARTICLE XXV

REMUNERATION

1. Salaries

Unit members shall be compensated for services rendered to the District in accordance with Appendix "A". Those unit members who perform coaching and/or advisor duties for activities listed in Appendix "B", Extra Pay Schedule, shall be compensated in accordance with Appendix B.

The "Professional Compensation" rate shall be paid under the following conditions:

1. New instruction for any size group
2. Remedial instruction for groups of more than 5 students
3. Summer school
4. Shall not include detention or suspension supervision
5. Not more than 4 sessions per week
6. Scheduled and approved by District administration in advance
7. Assigned on a volunteer basis

The "Tutoring" rate shall be paid under the following conditions:

1. Review of material
2. Groups of 5 or less students
3. Includes detention outside of the school day and suspension supervision of more than 5 students
4. Not more than 4 sessions per week
5. Scheduled and approved by District administration in advance
6. Assigned on a volunteer basis

2. Graduate Study

The rate per annum per hour for credit hours in approved courses shall be \$20. The Board will pay for a maximum of 120 graduate hours. Those teachers who have earned hours in excess of 90 as of June 30, 1972 shall be

paid for those hours. Beginning in 1985-86, newly graduate hours above BA + 30 and permanent certification will be paid at the rate of \$30 per approved hour. (Note: \$30 does not apply to in-service credits.)

3. **Master's Degree**

Members of the faculty shall receive \$700 per annum differential in salary for a Master's Degree.

4. **Retirement Incentive**

The District will pay any teacher 55 years of age \$10,000 if he or she provides written notification of his or her intention to retire as of June 30 by May 1 of the previous school year. Full payment will be made prior to June 30 of the year in which the retirement occurs.

5. Clubs that have been approved will be compensated at \$175 per year. By March 1 of each year the MTA will present a list of clubs to the Superintendent for approval.
6. Guidance personnel will not be required to work in excess of twenty (20) days during July and August. An additional 10% will be added to their salaries for the days worked.
7. Unit members who retire from the District will be paid \$30 per day for all unused sick days in excess of 100 days.

ARTICLE XXVI

HEALTH INSURANCE

1. **Health Insurance Plans**

- a. Effective until June 30, 2010, the District shall provide health insurance coverage under the Blue Cross PPO health insurance plan, or a comparable plan of equal or better coverage, to all employees covered by this contract, and the Blue Cross Matrix I health insurance plan for those employees hired before July 1, 2009, as set forth in paragraph "4" of this Article.

- b. Effective July 1, 2010, the District shall provide health insurance coverage under the WSWHE Empire Blue Cross PPO health insurance plan, or a comparable plan of equal or better coverage, to all employees covered by this contract, and the Blue Cross Matrix I health insurance plan for those employees hired before July 1, 2009 as set forth in paragraph "4" of this Article. (If the consolidation does not occur on July 1, 2010, the current Matrix and PPO or comparable plan will remain in effect until such time as the consolidation takes place).
- c. The District acknowledges that its employees have the option of selecting CDPHP (excluding prescription coverage) or MVP (excluding prescription coverage).

2. **Premium Contribution**

- a. MTA employees hired prior to July 1, 1993 will contribute 3% for individual coverage and 12% for two-person and family coverage.
 - b. MTA employees hired on or after July 1, 1993 will contribute 12% for individual, two-person and family coverage.
3. The District will pay 97% of the individual and 88% of the dependent coverage for the Matrix I Dental Plan with Rider A. The District will provide the Blue Cross Orthodontic Rider. Beginning July 1, 1989, Adult Periodontics and Prosthetics riders will be added to the Dental Plan.
4. The District will pay 75% of the premium cost for individual and 35% of the dependent coverage in the basic insurance plan for all retirees. A retiree may leave and return to District insurance coverage only once in retirement.

Retirees may participate in the District's Dental Plan if the Plan provider allows. Retirees will pay 100% of the cost for individual and dependent coverage in the District's Dental Plan.

5. Effective July 1, 2009, no new enrollment will be permitted in the Blue Cross Matrix plan. Should any member currently enrolled in the Blue Cross Matrix plan subsequently change to another District plan, they will have a one time only opportunity to re-enroll in the Blue Cross Matrix plan. Further, should any member enrolled in the Blue Cross Matrix plan change to another District plan again, that member will not be allowed to return to the Blue Cross Matrix plan. The District shall provide Blue Cross Matrix coverage under the above conditions so long as such coverage is available from the WSWHE Health Insurance Consortium Trust.

6. Effective July 1, 2010, the District shall provide to those employees participating in the Empire Matrix and Empire PPO plans the consolidated Matrix or consolidated PPO plan as adopted by the WSWHE Health Insurance Consortium Trust. (If the consolidation does not occur on July 1, 2010, the current Matrix and PPO or comparable plan will remain in effect until such time as the consolidation takes place).
7. If both husband and wife are employed by the District, and both are eligible for health insurance coverage, the District will provide one health insurance plan for both. The respective family may select the insurance plan they wish to participate in. The District will pay the full cost of this plan.
8. The District will establish a cafeteria plan pursuant to United States Internal Revenue Code Section 125 to be utilized for premium payments for District provided insurance, unreimbursed medical expenses, and child care expenses. The Association may select representatives to sit on a committee with District representatives to review potential plan administrators. However, the final decision regarding the selection of any plan administrator shall be at the discretion of the Board of Education.

9. **Health Insurance Buyout**

- a. Each employee who is receiving health insurance under the District sponsored plan and who waives such coverage for any school year shall receive the following payment for that school year:

Individual	\$1,200
Two-person	\$2,000
Family	\$2,400

- b. Employees who wish to waive health insurance coverage must provide written notice to the District's Business Office, each year, on or before June 1 of his/her desire to waive coverage effective July 1. Such written notice must be accompanied by proof that the employee has alternate health insurance coverage.
 - c. An employee who has waived coverage may, during any given school year, opt back into the District's health plan due to a change of circumstances resulting in a loss of alternate coverage. The times and procedures for opting back in shall be governed by the rules and regulations of the District's insurance carrier.

- d. All payments required under this Article will be made in four payments, less any required deductions. The four payments will be made in the first paycheck in November, the first paycheck in February, the first paycheck in April, and the last paycheck in June.
- e. Any employee employed before June 30, 2001, who was not participating in the District sponsored health insurance plan or was not the named policy holder under the District sponsored health insurance plan as of June 30, 2001 shall not be eligible to participate in the health insurance buy-out.
- f. If an employee is married to another District employee, and the couple receives one family plan or one two person plan through the District, the employee who is not the named policy holder shall not be eligible to participate in the health insurance buy-out. Additionally, if an employee is married to another District employee, and the couple maintains two individual plans through the District, one employee cannot "opt-out" of District provided coverage and receive the buy-out payment while the other employee enrolls in either a two-person or family plan.
- g. Employees who retire from District service and have elected the buy-out option in their last year of employment shall have the opportunity to be reinstated to the District sponsored health insurance plan effective on the date of retirement.

ARTICLE XXVII

DUES DEDUCTION

- 1. The District agrees to deduct from the salaries of members of this unit dues for the Mechanicville Teachers Association and its affiliates as said teachers individually and voluntarily authorize on forms provided by the Association. Such deduction shall be made in twenty (20) equal installments per year. The District further agrees to transmit such dues withheld to the Association biweekly. Members of this unit hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this article and relieve the District and all its officers from any liability therefor.

ARTICLE XXVII

DUES DEDUCTION

1. The District agrees to deduct from the salaries of members of this unit dues for the Mechanicville Teachers Association and its affiliates as said teachers individually and voluntarily authorize on forms provided by the Association. Such deduction shall be made in twenty (20) equal installments per year. The District further agrees to transmit such dues withheld to the Association biweekly. Members of this unit hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this article and relieve the District and all its officers from any liability therefor.
2. The Association shall notify the District by September 15 of each year as to the total amount of dues to be deducted for each individual and shall give the District thirty (30) days notice prior to the effective day of any change in the rate of membership dues.
3. The District agrees to deduct from the salaries of members of this unit, upon written notification by the unit member, an amount specified by the unit member. This amount shall be deducted from each salary payment unless the District is notified to the contrary, in writing, by the unit member. Such deductions will be made for either the Tri-County Credit Union or the Schenectady Federal Credit Union. The District further agrees to promptly transmit such monies withheld to the appropriate Credit Union.
4. The Mechanicville City School District shall deduct from the salary of employees in the bargaining unit who are not members of the Mechanicville Teachers Association, the amount equivalent to the dues levied by the Mechanicville Teachers Association and shall transmit the sum so deducted to the Mechanicville Teachers Association, in accordance with the Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Mechanicville Teachers Association affirms that it has adopted such procedures for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of the State of New York. The provisions for agency shop fee deduction shall continue in effect so long as the Mechanicville Teachers Association maintains such procedure.

ARTICLE XXVIII

ASSISTANT PRINCIPALS

A. Duties

1. Assistant Principals will assist the Building Principals in the general supervision of the buildings and may be assigned to work on the District's curriculum with particular emphasis on students. They will not make formal observation of teachers which will result in written reports being placed in teachers' folders.
2. Assistant Principals shall serve in extra pay assignments on the same basis as other members of the bargaining unit and as delineated in Appendix B of this Agreement, except for chaperone duties.

B. Selection Procedures

1. Assistant Principals shall meet certification requirements to be eligible for waiver from the Division of Certification.

C. Evaluation

1. Immediate supervisors shall observe and submit written evaluations of Assistant Principals at least once every year.
2.
 - a. Following an evaluation, the observer shall meet with the Assistant Principal as soon as possible to discuss the observation.
 - b. All observations and evaluations of work performances of an Assistant Principal shall be conducted openly and with full knowledge of the Assistant Principal.
3. Assistant Principals shall have the right to inspect their individual personnel folders, with the exception of confidential college placement material. No material shall be placed in an Assistant Principal's folder unless he/she has had an opportunity to review such material. The Assistant Principal shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and included in the file material.

D. Compensation

1. Assistant Principals shall receive his/her teacher's salary plus \$3,740.
2. The Superintendent will notify the MTA President should additional assistant principalships be created. New positions will not be filled until the rate of compensation is established through negotiations.

E. General

In the event the teaching assignment of an Assistant Principal is reduced to such an extent that his/her role becomes predominately administrative, the terms and conditions of this article may be bilaterally re-examined to determine whether this article pertains to the individual in question. In any case, the terms and conditions of this article will not be applicable to full-time Assistant Principals.

ARTICLE XXIX

DURATION OF AGREEMENT

The provisions of this Agreement shall become effective as of July 1, 2009 and continue in effect through June 30, 2012. The terms and conditions of employment set forth in this Agreement are available solely to those bargaining unit members who are employed by the District on the date that this Agreement is fully executed by both parties hereto.

ARTICLE XXX

TEACHER ASSISTANTS

The terms and conditions of employment for unit members employed as Teaching Assistants are set forth in Appendix "C" of this Agreement.

STATUTORY NOTICE

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 THEREFOR; SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 204-a, CIVIL SERVICE LAW

In witness of this Understanding we have affixed our signatures:

Susan Peluso

Susan Peluso, Co-President
Mechanicville Teachers Association

1/21/10

Date

Kathy Young

Kathy Young, Co-President
Mechanicville Teachers Association

1/21/10

Date

Michael J. McCarthy, Ed.D.

Michael J. McCarthy, Ed.D, Superintendent

1-21-10

Date

APPENDIX A
SALARY SCHEDULE

BA

BA +30

Step	2009-10	2010-11	2011-12	Step	2009-10	2010-11	2011-12
1	\$35,140	\$35,491	\$36,201	1	\$37,471	\$37,846	\$38,603
2	\$36,361	\$36,725	\$37,459	2	\$38,784	\$39,172	\$39,955
3	\$37,634	\$38,010	\$38,770	3	\$40,139	\$40,541	\$41,352
4	\$38,952	\$39,341	\$40,128	4	\$41,543	\$41,959	\$42,798
5	\$40,314	\$40,717	\$41,532	5	\$42,999	\$43,429	\$44,297
6	\$41,726	\$42,143	\$42,986	6	\$44,503	\$44,948	\$45,847
7	\$43,186	\$43,617	\$44,490	7	\$46,060	\$46,521	\$47,451
8	\$44,697	\$45,144	\$46,046	8	\$47,672	\$48,149	\$49,112
9	\$46,262	\$46,725	\$47,659	9	\$49,342	\$49,835	\$50,832
10	\$47,882	\$48,361	\$49,328	10	\$51,069	\$51,579	\$52,611
11	\$49,556	\$50,051	\$51,052	11	\$52,857	\$53,386	\$54,454
12	\$51,292	\$51,805	\$52,841	12	\$54,707	\$55,254	\$56,359
13	\$53,089	\$53,620	\$54,692	13	\$56,621	\$57,187	\$58,331
14	\$54,947	\$55,497	\$56,606	14	\$58,601	\$59,187	\$60,371
15	\$56,868	\$57,437	\$58,585	15	\$60,654	\$61,260	\$62,485
16	\$58,585	\$59,171	\$60,354	16	\$62,488	\$63,113	\$64,375
17	\$61,608	\$62,224	\$63,469	17	\$65,709	\$66,366	\$67,693
18	\$62,532	\$63,157	\$64,421	18	\$66,692	\$67,359	\$68,706
19	\$63,469	\$64,104	\$65,386	19	\$67,695	\$68,372	\$69,740
20	\$64,422	\$65,066	\$66,367	20	\$68,709	\$69,396	\$70,784
21	\$65,387	\$66,041	\$67,362	21	\$69,743	\$70,440	\$71,849
22	\$66,367	\$67,031	\$68,371	22	\$70,786	\$71,494	\$72,924
23	\$67,362	\$68,036	\$69,396	23	\$71,848	\$72,567	\$74,018
24	\$68,375	\$69,059	\$70,440	24	\$72,925	\$73,654	\$75,127
25	\$69,401	\$70,095	\$71,497	25	\$74,019	\$74,759	\$76,254
26	\$70,943	\$72,143	\$73,643	26	\$75,584	\$76,784	\$78,284
L5	\$65,799			L5	\$69,724		
L6	\$73,167	\$73,167	\$73,167	L6	\$77,456	\$77,456	\$77,456

Mechanicville Public Schools
Extra Pay – Schedule B

<u>Position</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
<u>Football</u>			
Head Coach	\$4,158	\$4,200	\$4,284
Varsity Assistant	\$2,653	\$2,680	\$2,734
JV (2)	\$2,554	\$2,580	\$2,632
Freshman (2)	\$2,554	\$2,580	\$2,632
<u>Basketball</u>			
Varsity (2)	\$4,158	\$4,200	\$4,284
JV (2)	\$2,729	\$2,756	\$2,811
Freshman	\$2,276	\$2,299	\$2,345
Modified (2)	\$2,276	\$2,299	\$2,345
<u>Cross Country</u>	\$2,042	\$2,062	\$2,103
<u>Wrestling</u>			
Varsity	\$4,483	\$4,528	\$4,619
JV	\$2,653	\$2,680	\$2,734
Modified	\$2,653	\$2,680	\$2,734
<u>Bowling</u>	\$1,923	\$1,942	\$1,981
<u>Baseball</u>			
Varsity	\$2,987	\$3,017	\$3,077
JV	\$2,369	\$2,393	\$2,441
Modified	\$2,369	\$2,393	\$2,441
<u>Golf</u>			
Varsity	\$1,619	\$1,635	\$1,668
JV	\$1,000	\$1,010	\$1,030
JV (Pre-Season)	\$ 800	\$ 808	\$ 824
<u>Tennis</u>	\$1,619	\$1,635	\$1,668
<u>Track</u>			
Spring (2)	\$2,556	\$2,582	\$2,634
Indoor	\$1,900	\$1,919	\$1,957
<u>Soccer</u>			
Varsity (2)	\$2,183	\$2,205	\$2,249
JV (2)	\$1,468	\$1,483	\$1,513
Modified (2)	\$1,468	\$1,483	\$1,513

<u>Position</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
<u>Softball</u>			
Varsity	\$2,987	\$3,017	\$3,077
JV	\$2,369	\$2,393	\$2,441
Modified	\$2,369	\$2,393	\$2,441
<u>Pee Wee Wrestling</u>	\$1,511	\$1,526	\$1,557
<u>Swimming</u>			
Head Coach	\$2,666	\$2,693	\$2,747
Assistant Coach	\$2,372	\$2,396	\$2,444
<u>Swim Program</u>	\$1,414	\$1,428	\$1,457
<u>Cheerleading</u>			
Fall	\$1,557	\$1,573	\$1,604
Winter	\$1,557	\$1,573	\$1,604
<u>Volleyball</u>			
Varsity	\$2,183	\$2,205	\$2,249
JV	\$1,468	\$1,483	\$1,512
<u>Athletic Director</u>	\$6,434	\$6,498	\$6,628
<u>Strength Coach</u>	\$1,694	\$1,711	\$1,745
<u>Yearbook</u>			
Publication	\$3,179	\$3,211	\$3,275
Financial	\$1,590	\$1,606	\$1,638
<u>M.S. Yearbook</u>	\$ 808	\$ 816	\$ 832
<u>Newspaper</u>	\$1,295	\$1,308	\$1,334
<u>Senior Class</u>	\$2,120	\$2,141	\$2,184
<u>Chaperone</u>	\$21.20	\$21.41	\$21.84
<u>Student Council (6-12)</u>	\$1,694	\$1,711	\$1,745
<u>Literary Magazine</u>	\$1,090	\$1,101	\$1,123
<u>Department Chairperson</u>	\$1,207	\$1,219	\$1,243
<u>Class Advisor (6-12)</u>	\$317	\$320	\$326
<u>SADD</u>	\$317	\$320	\$326
<u>AP Courses/College Level Classes</u>	\$425	\$429	\$438

<u>Position</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
<u>After-School Video Program</u>	\$808	\$816	\$832
<u>Drama (Minimum 2 Performances)</u>			
Coach	\$1,808	\$1,826	\$1,863
Assistant Coach	\$904	\$913	\$931
<u>Washington Trip</u>	\$645	\$651	\$664
<u>Tutoring</u>	\$32.28	\$32.61	\$33.26
<u>Professional Compensation</u>	\$41.32	\$41.73	\$42.56
<u>Adult Education</u>	\$28.83	\$29.12	\$29.70
<u>Honor Societies</u>			
National	\$562	\$568	\$579
Aristoi	\$279	\$282	\$288
Alpha	\$279	\$282	\$288
Omega	\$282	\$285	\$291
<u>Pre-Season</u>			
<u>Athletic Director</u>	\$1,575	\$1,591	\$1,623
<u>Football</u>			
Head Coach	\$1,886	\$1,905	\$1,943
Varsity Assistant	\$1,699	\$1,716	\$1,750
JV Coach (2)	\$1,699	\$1,716	\$1,750
<u>Soccer</u>			
Varsity (2)	\$1,699	\$1,716	\$1,750
JV (2)	\$1,511	\$1,526	\$1,557
<u>Cross Country</u>	\$1,699	\$1,716	\$1,750
<u>Golf</u>	\$1,511	\$1,526	\$1,557

Appendix "C" Teaching Assistants

Applicable Contract Provisions

Article I – Shall apply

Article II – Shall apply

Article III – Shall not apply

Article IV – Sections 1, 2, 5, 6 shall apply

Article V – Shall apply, except that teaching assistants shall receive 10 sick days per year to be accrued in the same manner as the teaching staff.

Article VI – Shall apply

Article VII – Shall not apply

Article VIII – Shall not apply

Article IX – Sections 1, 2 shall apply

Article X – Shall not apply

Article XI – Section 3 shall apply. The District agrees to a committee to develop an appropriate evaluation tool, which will be made up of three Association members and three members of the District's administrative staff.

Article XII – Shall not apply

Article XIII – Shall not apply

Article XIV – Shall not apply

Article XV – Teaching Assistants shall receive five unassigned periods per week.

Article XVI – Section 1b, c, d shall apply; Section 1 a notice shall be 30 days.

Article XVII – Shall not apply

Article XVIII – Shall not apply. Add Section 4(c) which provides:

- (c) When a teaching assistant substitutes for an absent teacher, the teaching assistant shall not receive additional compensation.

Article XIX – Shall not apply

Article XX – Shall not apply

Article XXI – Shall apply

Article XXII – Shall apply

Article XXIII – 1, 2, 4-7 shall apply

3. Shall not apply

8. Teaching assistants shall be compensated for all attendance at all required meetings scheduled beyond their regular daily hours of work at time and one-half their individual hourly rate of pay.

Article XXIV – Shall apply

Article XXV – Sections 1, 2, 3, 4, 6 shall not apply. Sections 5, 7 shall apply.

Article XXVI – Shall apply

Article XXVII – Shall apply

Article XXVIII – Shall not apply

Article XXIX – Shall apply

TEACHING ASSISTANTS' SALARY SCHEDULE

Step	2009-2010	2010-2011	2011-2012
1	\$14.18	\$14.32	\$14.61
2	\$14.67	\$14.82	\$15.12
3	\$15.17	\$15.32	\$15.63
4	\$15.70	\$15.86	\$16.18
5	\$16.23	\$16.39	\$16.72
6	\$16.80	\$16.97	\$17.31
7	\$17.37	\$17.54	\$17.89
8	\$17.97	\$18.15	\$18.51
9	\$18.58	\$18.77	\$19.15
10	\$19.23	\$19.42	\$19.81