

Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Mount Pleasant Blythedale Union Free School District and Blythedale Teachers Group, NYSUT, AFT, AFL-CIO, Local 3673 (2007)**

Employer Name: **Mount Pleasant Blythedale Union Free School District**

Union: **Blythedale Teachers Group, NYSUT, AFT, AFL-CIO**

Local: **3673**

Effective Date: **07/01/07**

Expiration Date: **06/30/12**

PERB ID Number: **6572**

Unit Size: **52**

Number of Pages: **40**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

PREAMBLE

This Agreement is made and entered into on June 19, 2007, effective July 1, 2007, by and between the Board of Education of the Mount Pleasant Blythedale Union Free School District (hereinafter called the "Board") and Blythedale Teachers' Group (hereinafter called the "BTG") pursuant to Article 14 of the Civil Service Law.

ARTICLE I - RECOGNITION

The Board recognizes the BTG, Local 3673, NYSUT, AFT, AFL-CIO, as the exclusive representative of the teachers, school counselor, teaching assistants and teacher aides, employed by the Board. Permanent, full-time or part-time substitute teachers and teaching assistants who have been appointed by the Board and who are employed for at least 5 months or one semester are recognized to be members of the bargaining unit.

This excludes other hourly and temporary part-time teachers and teaching assistants (except as noted in the next paragraph), per-diem substitute teachers and teaching assistants, summer school employees, administrative personnel, non-teaching positions and non-school employees.

The Board recognizes the BTG for the purpose of representing said employees in negotiations and in the settlement of grievances as provided in Article 14 of the Civil Service Law. This recognition shall extend continuously for the maximum period as provided by law.

ARTICLE II - BTG RIGHTS

- A. Filing Cabinet – The Board shall provide the BTG with a lockable file in an appropriate area.
- B. Bulletin Board – The Board shall provide the BTG with a bulletin board for its exclusive use for notices and information relative to BTG business.
- C. Meeting Room – If the BTG wishes to use a room for a BTG meeting it shall make such request to the Principal or Superintendent.
- D. Mailboxes – The Board shall make available its mailboxes for the distribution of material by the BTG related to BTG business.
- E. Board Documents – The Board shall furnish the BTG upon request with a copy of minutes of Board meetings, policies and budgets.
- F. Negotiations Data – The Board shall make available to the BTG information relevant to negotiations and the administration of this Agreement which is in the possession of the Board. This clause does not require that the Board do research or prepare materials at the request of the BTG.
- G. Copies of this agreement will be made available by the Board.

**RECEIVED**

NOV 26 2007

1

52

H. Attendance at Court or PERB – Members of the bargaining unit shall be permitted leave time off without loss of pay to attend court or PERB hearings related to negotiations. This right shall be limited to members of the bargaining unit who are officers of the BTG and may include up to two additional persons who are not officers.

I. Meetings with Administration - Meetings scheduled between the Superintendent or designee and representatives of the BTG to discuss matters of mutual concern shall be mutually agreed upon. Any particular meeting may be cancelled by mutual agreement of the Superintendent and the BTG.

J. Union Leave – Four days leave each school year will be granted to the BTG for a person (or persons) it designates for the purpose of conducting union business. Notice of such leave shall be given by the BTG president to the Superintendent at least 3 days prior to the day of leave except in the event of an emergency. These days are not to exceed more than four (4) teacher days per year unless the BTG reimburses the costs of substitutes for those persons so designated to conduct union business. The Executive Board will regulate the use of these four days.

### ARTICLE III – DUES DEDUCTIONS

A. The Board agrees to deduct from salary payments due the members of the Bargaining unit and remit to the Treasurer of the BTG membership dues as authorized by any member of the unit in a written, signed document filed with the Board. Such authorization shall be continuous unless revoked in writing.

B. The BTG will certify to the Administration in writing the current rate of its membership dues. If the BTG changes the rate it will so notify the Administration in writing 30 calendar days prior to the effective date of the change.

C. All dues authorized to be deducted by documents received by or on file with the Board by September 1 in any school year shall be deducted in equal installments, or as equal as possible, beginning with the first pay period in September and continuing for a total of 21 pay periods. For authorizations received after September 1, deductions shall be made in the same manner during the remaining pay periods.

D. The dues shall be remitted by the Administration to the Treasurer of the BTG within 10 school days after the end of each of the 26 pay periods.

E. The Administration is relieved of any responsibility for such monies after transmittal to the BTG.

## ARTICLE IV - TEACHER RIGHTS

- A. Summer School – In the event the Board should run a summer school, the employment of school-year teachers for the summer program will be at the discretion of the Board. However, school-year teachers will be given preference.
- B. Seniority Lists – Seniority lists will be prepared biannually and will be posted on the bulletin boards in the Superintendent's and Principal's outer offices.
- C. Notification to Probationary Teachers – A probationary teacher shall be notified if his or her employment is not to be continued at least 60 calendar days before the end of the first or second year of employment and at least 75 calendar days before the end of the third year of employment.
- D. Reimbursement for Damage or Destruction of Clothing or Personal Property – The Board shall reimburse a teacher in the amount of up to \$75 per incident for the repair or replacement of clothing or personal property such as glasses which are normally worn or brought into school and damaged during the execution of job responsibilities.
- E. Teachers may bring a local union representative with them to meetings with the administration when the Superintendent advises the teacher that the meeting will be a disciplinary one. The Superintendent's decision as to whether or not the meeting is disciplinary will be final and not grievable.

## ARTICLE V – TEACHER WORK YEAR

- A. Work Year and Work Day
1. The work year may start as early as September 2<sup>nd</sup> and shall generally follow the calendar of the Southern Westchester Council of Superintendents. The school year shall have no more than 186 teacher days. Any unused emergency days may be declared holidays at the discretion of the Superintendent. New teachers and teaching assistants will report up to three (3) days before the start of their employment for orientation at the discretion of the Superintendent and/or the Principal.
  2. The work day shall be 7 hours and 15 minutes and shall run from 8:15 a.m. to 3:30 p.m. except when the performance of professional obligations requires additional time. Teachers may leave earlier than 3:30 p.m. on Fridays if their students have completed their school day and their children are dismissed either to their unit or boarded the bus home.
  3. There shall be a 45-minute duty-free lunch period during which the teachers may leave the grounds.

4. Teachers may be required to attend 1 regularly scheduled meeting per month after the workday, such meetings will be held on the first Monday of each month and may be 1 ½ hours in length. The meeting can be held on a different Monday with 5 days advance notice. Teachers may be required to attend 1 additional meeting per month after the workday, 7 of which may be 1 ½ hours in length and 3 of which may be 45 minutes in length.
5. Teachers will be informed in writing of their tentative assignment for the following year by letter mailed August 15 and will have the opportunity to discuss such assignment with supervisory personnel. For the purposes of this section, “assignment” is defined as elementary special education, secondary special education, content area and/or special assignment. Elementary special education assignments will include age and grade of students when possible. Secondary special education assignments will include subject area and when possible, identification of co-teachers. Teachers may call in for their room assignments one (1) week prior to the opening of school.

Teachers will be informed one (1) week prior to changes in their assignments during the school year and will have the opportunity to discuss such changes with supervisory personnel.

6. a. Teachers will have at least one (1) duty-free preparation period during each student day. Preparation periods shall be not less than 40 consecutive minutes
6. b. Part time teachers whose terms of employment require that they work less than a full day shall have their duty-free preparation periods prorated to reflect the percentage of their contractual workday. This prorated period shall not be less than 20 minutes daily.

B. IEP and Progress Report Days

Teachers will be released for two (2) days per year for the purpose of writing Alternate Assessments and updating or writing IEPs and progress reports.

ARTICLE VI – OBSERVATION, EVALUATION AND TEACHER FILES

A. Observation and Evaluation

1. Teachers with transitional or initial certification, and non-tenured teachers will be evaluated based upon a portfolio review, which will include but not be limited to:

- sample lesson plans
- student work samples
- student assessment instruments

Three classroom observations will also be a part of the evaluation. The guidelines for classroom observation are as follows:

a. All observations will be conducted openly with the knowledge of the teacher. Observations need not be scheduled in advance but the teacher will be informed that he or she is being observed. If the report of an unscheduled observation is unsatisfactory, the teacher may request a scheduled observation, the report of which would become part of the teacher's record as would the report of the unscheduled observation.

b. A post-observation conference will normally be held within 10 school days after each observation. Prior to each such conference the teacher will receive a memorandum setting forth the areas of major concern that will be discussed at the conference, but it is expressly understood that discussion at the conference will not be limited to the items set forth in the memorandum.

c. A teacher will receive a copy of the observation/evaluation report within 10 school days after the conference. The teacher shall sign the report to indicate that he or she has seen it with the express understanding that such signature does not necessarily indicate agreement with the contents. If the report contains negative comments, such negative comments will be supported by examples which have been observed. The observer/evaluator and the teacher will discuss the negative comments and attempt to mutually arrive at strategies to improve the teacher's performance.

d. The teacher will have the right to submit a written rebuttal to the report, which will be placed in the teacher's personnel file along with the report.

2. Each permanently certified and tenured teacher will be evaluated based upon a portfolio review which may include but not be limited to:

- sample lesson plan
- student work sample
- student assessment instrument

In addition to the portfolio review, the teacher will have one classroom observation outlined above in 1. a., b., c., and d. Every other year, in lieu of the classroom observation, the teacher may elect to participate in the Professional Growth Plan. The Professional Growth Plan is outlined below.

3. Professional Growth Plan:

a. This process is based on the following assumptions:

- That staff are viewed as active architects of their own knowledge about learning and teaching.
- That supervisors are viewed as collaborators in generating knowledge about learning and teaching.
- That the goal is for one to reflect and examine one's own work.
- That upon personal examination and reflection, the best will be adapted, and/or preserved and shared.
- That any agreed-upon undertaking by the staff member(s) will not be subject to judgment or written comment.

It is anticipated that a Professional Growth Plan will promote a professional conversation and interaction among and between colleagues and administration. It is hoped that such a dialogue will have the long term effect of continually stimulating innovation, improvement, and the development of quality teaching strategies.

b. General Procedures for the Professional Growth Plan

(1) Teacher will decide if the Professional Growth Plan will be an individual or collaborative effort. A collaborative effort may include two or more teachers who generally work together or wish to work together.

(2) Teacher will decide on an area of growth that will contribute towards increased instructional effectiveness such as the following:

- Development of an interdisciplinary unit(s) to promote active and integrated learning;
- Specific professional readings to enhance instructional strategies for implementation;
- The sharing of a professional expertise with other staff members in a planned inservice activity;
- Planning and developing a specific curriculum content to meet a specified need;
- Development of model for implementation to foster ethical and compassionate behavior in students;
- Other viable activities that foster professional growth.

(3) Teacher will meet with the designated administrator/ collaborator to share your Professional Growth Plan (PGP).

- Tell the area of concentration.
- Provide an overview of how the PGP will be accomplished.
- Come to consensus on the viability of the PGP.

(4) Teacher will implement and complete the Professional Growth Plan.

(5) Teacher and administrator/collaborator will meet for a post conference to review and share the accomplishments of the PGP.

4. In both options of the Professional Growth Plan and the Teacher Evaluation, the teacher may have the option to utilize a variety of methods to complete the evaluation, including but not limited to videotaping, peer review, and self-evaluation.
5. For any teacher whose performance is considered unsatisfactory the administrator, in consultation with the teacher, will implement a Teacher Improvement Plan (TIP). The requirements of this plan will be conducted during the regular school day.

#### B. Teacher Files

1. Upon request to the Superintendent a teacher shall be given access to his or her file, excluding confidential material from a previous employer or a college or university.
2. Any material evaluative of a teacher's performance to be placed in a teacher's file will be shown to the teacher and will be signed by the teacher to indicate that he or she has seen it. Such signature does not necessarily indicate agreement with the contents. The teacher may prepare a rebuttal to the material, which will be placed in the teacher's personnel file along with the material.
3. A teacher may request that material be removed from his or her file on the grounds that it is inaccurate.



ARTICLE VII - SUBSTITUTE PROCEDURE

A teacher who will be absent from school shall call the Superintendent or designee to advise of such absence in a timely manner.

ARTICLE VIII – COMPENSATION

A. The teacher’s salary schedules for year one (2007-2008), year two (2008-2009), year three (2009-2010), year four (2010-2011) and year five (2011-2012) of this Agreement are attached hereto as appendices and made a part hereof as follows:

Appendix A	2007-2008
Appendix B	2008-2009
Appendix C	2009-2010
Appendix D	2010-2011
Appendix E	2011-2012

In each year of the contract, if teacher turnover funds are available, they will be distributed per eligible codes previously expensed, i.e., teachers providing direct instructional services to students as noted under SED application. It will be distributed as in the past to eligible staff.

B. Summer School

Teachers’ per diem summer school compensation for each year of this Agreement is attached hereto and made a part hereof:

2007-2008	\$220
2008-2009	\$226
2009-2010	\$232
2010-2011	\$238
2011-2012	\$244

Summer school teachers who are not members of the Blythedale Teachers Group will be paid \$190 per day for each year of this contract.

C. Courses Taken for Salary Schedule Credit

1. Courses taken for salary schedule credit must be reasonably relevant to the service to be rendered to the School District and must be pre-approved by the Superintendent. No course will be approved unless it is a graduate course, or an undergraduate course needed to obtain certification required by the School District. However, the Superintendent may make exceptions in her sole discretion.

Teachers who are required to undertake professional development because they earned their professional teaching certificate after February 1, 2004, may be compensated for such required professional development with salary schedule credit if such courses are graduate courses or reasonably relevant to the service to be rendered to the School District at the discretion of the Superintendent.

2. Graduate credits submitted by October 1<sup>st</sup> for work completed by August 31<sup>st</sup>, shall be remunerated at full credit for the current school year. Graduate credits submitted for compensation by March 1<sup>st</sup>, completed by December 31<sup>st</sup>, shall be prorated to the second half of the school year.

- D. In each year of this agreement, an additional increase may be considered by the Board should financial conditions allow. Such increase, if any, shall be at the sole discretion of the Board in each year of this agreement.
- E. Any additional monies provided by the state as a result of special legislation where distribution is not specifically directed, shall be negotiated.

#### ARTICLE IX – LEAVE ALLOWANCE

A. Sick Leave – Fifteen days sick leave will be granted each year to full-time, 10-month employees. Part time employees will be granted a pro-rated number of days, except as noted below for new employees:

Sick time for all new employees working their first two (2) school years or part of the school year – either full or part time – shall be accrued at a rate of 1.5 sick days per month. If at any time in the school year a new employee exceeds his or her prorated sick leave allocation, he or she will be docked at a pay rate of 1/200<sup>th</sup> of their annual salary per day for any sick time that has not yet been accrued. All payment for absence for sick leave time previously docked will be reimbursed to the employee after the employee has accrued additional sick days and providing he or she has not exceeded the total allocation by the end of each of the first two fiscal years.

Unused sick leave may accumulate to 180 days. A teacher who leaves school after 11:30 a.m. by reason of illness will only be charged ½ day sick leave for that day.

The Board reserves the right to request a doctor's certificate from a teacher when:

1. a pattern of abuse has been documented
2. medical clearance for returning to work is needed.

Each teacher will receive a written statement of his or her accrued and available sick leave as part of the package of materials distributed to teachers at the beginning of each school year.

B. Sick Leave Bank - An emergency sick leave bank shall be established to provide protection against the economic effects of a long-term illness. To this end, the following is provided:

1. Teachers who wish to participate must initially contribute 2 days, then 1 day as needed, of accumulated sick leave each and the School District shall match the total number of days contributed. All teachers who commence service after June 30, 2000 shall not be eligible to participate until after two years of full-time employment.
2. Eligible teachers, that is, teachers who make contributions, will indicate their willingness to participate in the bank by written consent within sixty (60) calendar days after the effective date of eligibility or at the start of any school year on a form provided by the district.
3. The sick leave bank may be utilized by an eligible teacher only when all of the following conditions have been met: (1) the illness is of extended duration; (2) the teacher has already been absent by reason of such illness for a minimum of 15 consecutive school days; (3) the teacher has already exhausted all of his or her individual sick leave accumulation; (4) the teacher is not permanently incapacitated from teaching; and (5) the teacher has contributed to the sick leave bank.
4. The sick leave bank committee will require medical certification of illness before authorizing utilization of sick leave bank days.
5. A person who is collecting from the bank at the end of the school year, whose illness extends to the following school year, must reapply to the bank if still medically eligible.
6. The sick leave bank shall provide full pay and benefits for a maximum period of up to 100 days. After this period, the member may have the opportunity to reapply for 15-day blocks of additional time upon approval of the committee, up to a maximum of sixty (60) additional days.
7. A teacher who has been granted such leave from the bank who subsequently returns to teaching at Mt. Pleasant Blythedale, shall not be eligible to apply for the sick leave bank for a period of 12 months from the date of return, unless the illness is related to the previous illness.
8. Sick leave days will be used only for days that fall within the regular school year between September 1 and June 30.

9. Should the total days in the bank fall below one hundred (100) days during the course of a school year, the bank will be replenished in accordance with No.1 above.

10. Unused days may be left in the bank each year to accumulate to a maximum of two hundred (200) days.

11. The sick leave bank will be administered by a joint committee composed of two School District representatives and two BTG representatives. In the event of a tie, a doctor agreed to by both sides shall render a decision as to whether or not the teacher is able to work. Such decision shall be binding on the sick bank committee. Decisions by both a physician and the sick bank committee are final and not subject to the grievance procedure.

12. Effective July 1, 2007, the teacher and teaching assistant sick banks will be merged. All existing days in either bank will be combined. Teaching assistants and teachers who wish to participate will be required to contribute a total of three days to this merged bank (inclusive of days previously contributed to either the teachers or teaching assistant banks). The district will not be required to match any one time contribution needed to bring a participant's total contribution to three days.

C. Bereavement Leave – Prior to or after return, upon written notification, the Superintendent will approve up to five (5) days bereavement leave in the event of death of a member of the staff member's immediate family. "Immediate family" includes spouse, child, mother, father, sibling, mother-in-law, father-in-law, grandchild, grandparent, and a person living in the staff member's house.

In the event of the death of a staff member's brother-in-law, sister-in-law, aunt, and uncle, one day's absence may be approved for attendance at the funeral. Other incidents shall be at the discretion of the Superintendent.

D. a. Personal Leave - Personal Leave – Up to 2 days leave each school year will be granted to each full-time teacher for personal business which cannot be conducted on a non-school day or after work hours, such as closing on a house, illness in the family, religious observance or graduation from college of a child. Part time teachers will be granted 1 such personal day each school year. (Personal leave for part time teachers shall be the number of hours of the teacher's regular work day.)

D. b. Additionally, up to 2 sick days may be used as emergency personal days. Such leave shall be granted for unforeseen circumstances that require immediate attention and cannot be conducted on a non-school day or after work hours.

Such leave may be taken without statement of the reason for the leave but notice of such leave shall be given by the teacher to the Superintendent at least three (3) school days prior to the day of leave except in the event of an emergency. Personal leave may not be taken the day before or the day after a holiday or vacation except with statement of the reason for the leave and approval of the Superintendent. Any unused personal leave shall accumulate as sick leave.

E. Jury Duty - Notice of jury duty must be submitted to the Superintendent by the unit member. Any jury fees, less specific expenses (i.e. travel), shall be returned to the Board. Unit members shall not lose pay for such absence. A teacher who resides in a county which has a call-in system for jury duty shall participate in such system if the teacher is eligible to participate.

F. Court and/or Governmental Agency Appearance - The number of days necessary will be approved without loss of pay if one of the following conditions exists:

1. The School District is involved and the teacher is subpoenaed as a party or witness to the action.
2. The teacher is subpoenaed to appear as a witness to testify to facts and/or testimony of general interest before a Federal, State or County court.
3. The teacher is subpoenaed to appear before any Federal State, County, Town or Village agency and is not subsequently convicted of the crime under investigation for which the subpoena has been issued.

The subpoena answered must be presented to the Superintendent or designee along with the statement of the amount of time which is expended pursuant to the subpoena. Any fees received in connection with the subpoena should be turned over to the District.

G. Job-related Leave - If a unit member's presence is required by the Board of Education, Superintendent, a judicial board or an arbitrator for the purpose of negotiations or grievance proceedings, that member shall not lose pay for such absence.

H. Leaves of Absence Without Pay -

1. Child-Care Leave - Child-care leave shall be granted for the purpose of caring for a child following birth, adoption or placement in foster care for up to 24 months. Such leave must commence within the first year following such event. A request for such leave must be given to the Superintendent in writing at least 30 calendar days before the leave is to commence whenever possible, or at the earliest practical time if circumstances beyond the employee's control so require. A teacher on child-care leave must inform the Superintendent in writing by April 1<sup>st</sup> of the previous school year whether or not the teacher intends to return in September. Failure to so inform the Superintendent shall be deemed an abandonment of the teacher's position and the teacher's services will be terminated by the Board.

Members of the BTG are eligible for FMLA benefits under the Board of Education Policy #6551(see addendum), if they meet the hours of service requirement. A teacher on childcare leave shall not accrue seniority. Upon his or her return to duty, the teacher shall retain prior tenure, time towards tenure, earned seniority, and sick leave. If childcare leave time exceeds 20 calendar weeks (including vacation periods) during the 10-month school year (September-June), the entire school year shall not count toward years of service for purposes of advancement on the salary schedule. Teachers on childcare leave shall be permitted to perform per diem teaching services for the Board.

Individuals on child-care leave who request and are eligible for FMLA benefits will receive health insurance benefits during the first 12 calendar weeks of their leave. Health benefits will be available thereafter at the employee's expense. Child-care leave time shall run concurrently with FMLA benefits if applicable.

Employee paid health benefits are available immediately for all Leaves of Absence Without Pay that are not classified "FMLA".

2. Leave at the Discretion of the Board – A leave of absence for up to one (1) year may be granted by the Board at its sole discretion for good and sufficient reason. Time on such leave shall not count toward seniority or for the purposes of the salary schedule. A teacher on leave at the discretion of the Board must inform the Superintendent in writing by April 1 of the previous school year whether or not the teacher intends to return in September. Failure to so inform the Superintendent shall be deemed an abandonment of the teacher's position and the teacher's services will be terminated by the Board.

## ARTICLE X – INSURANCE

A. Group Health Insurance – The Board shall pay the full cost of individual and family health insurance for full-time teachers and part-time teachers except those who commence service after June 30, 2000 must be at least .5 FTE to be eligible. Such health insurance shall be under the Southern Westchester Schools Cooperative Health Plan in effect at the time of the execution of this Agreement or under a successor plan. The Board does not guarantee that there will be no reduction in the benefits provided by such insurance but it does guarantee that there will be no material reduction.

B. Dental Insurance – The Board shall pay the full cost of individual and family dental insurance for full-time teachers and part-time teachers except those who commence service after June 30, 2000 must be at least .5 FTE to be eligible under the plan in effect at the time of the execution of this Agreement or under a successor plan. The Board does not guarantee that there will be no reduction in the benefits of this plan.

C. Life Insurance – The Board shall pay the full cost of group life insurance for full-time teachers and part-time teachers except those who commence service after June 30, 2000 must be at least .5 FTE to be eligible, said insurance to be in the face amount of 1 ¼ times the salary of the teacher rounded to the next thousand.

D. Health Insurance Buy-out - Unit members eligible for health insurance under this agreement may voluntarily waive their right to participate in the health insurance program provided they are covered by another health plan. The election for existing members must be made by November 1<sup>st</sup> of each year, and will apply to the following calendar year beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>. Notification will be in writing on a form agreed to by both parties.

All new unit members must inform the District of their intent to waive coverage within 30 calendar days of their hire date. Such notification will entitle them to prorated compensation, payable in December.

The District will compensate members each year whose benefits are 100% payable by the District, if they waive their single, two-person, or family coverage or decline family or two-person coverage for single coverage. Compensation will be payable in two (2) installments, the first payroll in June and the first payroll in December, and will be made in accordance with the schedule below.

The Buy-Out Compensation Schedule is as follows:

1. Waiving individual coverage for no coverage	\$1,100
2. Waiving family or two-person coverage for individual coverage	\$1,100
3. Waiving family or two-person coverage for no coverage	\$2,200

Members whose spouse is also a covered employee of this district are required to waive their coverage providing their spouse is eligible for two-person or family coverage. In this instance, teachers would receive the \$2,200 buyout rate and teaching assistants would receive \$1,100. Notwithstanding the above, this restriction will not apply if a unit member is required to provide health coverage as a result of a court order or a custody and/or divorce agreement.

In the event that a unit member's status changes so that this arrangement causes hardship on the employee, that individual may apply for reinstatement. Such circumstances are limited to divorce, the death of a spouse, or loss of a spouse's employment or insurance coverage. The District shall allow reinstatement to The Plan upon receiving a prorated repayment of the compensation received for the initial withdrawal. Furthermore, if at any time a unit member is no longer eligible for coverage, he/she will be responsible to reimburse the District any prorated portion of the waiver compensation already received.

## ARTICLE XI - RETIREMENT BENEFIT

### A. Tax-Sheltered Annuities

1. Upon receipt of proper authorization, the Board will deduct and transmit monies for tax-sheltered annuities covered under IRS section 403B and 457 available through the District.
2. Unit members may make changes to their tax-sheltered annuity by submitting the necessary form to the Finance Office by September 15<sup>th</sup> or February 15<sup>th</sup>.

### B. Retiree Medical and Dental Coverage

The Board agrees to pay premiums for all eligible full-time teachers and part-time teachers retiring into the New York State Teachers Retirement System (those who commence service after June 30, 2000, must be at least .5 FTE or more to be eligible), under the Southern Westchester Schools Cooperative Health Plan and the dental plan in effect at the time of the execution of this Agreement or under successor plans at the following rates:

1. With at least fifteen (15) but fewer than twenty-five (25) years of service in the District, the Board shall pay 80% of the health and dental insurance premiums for retirees choosing individual coverage, and 60% of the health and dental insurance premium for retirees choosing family coverage.
2. With at least twenty-five (25) years of service in the District, the Board shall pay 90% of the health and dental insurance premiums for retirees choosing individual coverage and 75% of the health and dental insurance premium for retirees choosing family coverage.

### C. Unused Sick Days at Retirement

A full-time teacher who retires into the New York State Teacher's Retirement system (TRS) may be paid \$65.00 per day for each of his or her accumulated unused sick leave.

Sick leave may accumulate to a maximum of 180 days. To be eligible for this benefit, an employee shall notify the district in writing of his or her intent to retire at least three months prior to the effective date of retirement. This time period may be waived at the discretion of the Superintendent.

Employees have two options for the payment:

1. A lump sum payment to be paid directly;
2. Or the sum may be credited to the account of the retiree to pay the retiree's share of health insurance premiums until the sum is exhausted. Thereafter, the retiree shall be responsible for his or her share of health insurance costs.



## ARTICLE XII – EMPLOYMENT ISSUES

- A. Vacancies – Permanent vacancies within the bargaining unit will be posted on the BTG bulletin board. Applications from teachers for the posted vacancies will be considered by the Superintendent.
- B. Teachers who are to be laid off shall receive notice of such layoff thirty (30) calendar days prior to the effective date of the lay-off. Laid off teachers shall receive preference for employment as per diem substitutes in the tenure area of their experience. Laid-off teachers who serve as per diem substitutes shall be paid at the substitute's rate of pay.
- C. Resignations – A teacher shall notify the Superintendent in writing of his or her intent to resign thirty (30) calendar days before the effective date of his or her resignation. This is a matter of law.
- D. Teacher Lateness and/or Early Departure Before the End of the Day
- Teachers who arrive late or depart before the end of the school day shall be charged personal or sick time.

### **Definitions:**

Lateness - is failure to report to work at the specified time (8:15 a.m.).

Early Departure – is leaving work before the specified ending time (3:30 p.m. Monday – Thursday; after student dismissal on Friday).

### **Procedure:**

Every lateness may be questioned by a supervisor. In any situation where an employee is unable to report or may be tardy in arriving for work at the assigned time, the employee must contact the school Principal or designee. Except in the most unusual circumstances, the employee is expected to make the call personally, providing a projected time of arrival and explaining the reasons for lateness. If lateness is due to problems with transportation, weather emergencies, or mitigating circumstances, it may be excused at the discretion of the Superintendent.

Lateness after the start of the contractual school day (8:15 a.m.) shall be first charged to personal time at no less than .25 increments, and then as leave without pay at no less than .25 increments of the employee per diem rate. Extenuating circumstances may alter the above and may be charged against the appropriate leave category (sick, etc.) at the discretion of the Superintendent.

### **Early Departure:**

Early departure requires prior approval of the principal and/or superintendent. Time will be charged against the appropriate leave category such as personal, sick time at no less than .25 increments, or leave without pay at no less than .25 increments of the employee per diem rate. At the discretion of the Superintendent or designee, if there are extenuating circumstances, a charge may not apply.

### ARTICLE XIII – TEACHING ASSISTANTS

#### **A. Provisions Which Apply**

The following provisions of the Agreement apply to Teaching Assistants:

1. Preamble
2. Recognition, Article I
3. BTG Rights, Article II
4. Dues Deductions, Article III
5. Teacher Rights – Article IV
6. Teacher Work Year – Article V, A, 1, 2, 3, 4a, 4b.
7. Notification of Absence – Article VII
8. Employment Issues – Article XII
9. Sick Bank – Article IX, B
10. Grievance Procedure – Article XV
11. No-Strike Clause – Article XVI
12. Saving Clause – Article XVII
13. Legislative Action Required – Article XVIII
14. Duration and Negotiations for a Successor Agreement – Article XIX

#### **B. Observation and Evaluation**

1. Each teaching assistant will be observed at least once each year and evaluated at least once each year.
2. All observations will be conducted openly with the knowledge of the teaching assistant. Observations need not be scheduled in advance but the teaching assistant will be informed that he or she is being observed. If the report of an unscheduled observation is unsatisfactory, the teaching assistant may request a scheduled observation, the report of which would become part of the teaching assistant's record as would the report of the unscheduled observation.
3. A post-observation conference will normally be held within 15 school days of each observation unless any part is unsatisfactory, in which case the post-observation conference will be held within 10 school days. Prior to each such conference the teaching assistant will receive a memorandum setting forth the areas of major concern that will be discussed at the conference, but it is expressly understood that discussion at the conference will not be limited to the items set forth in the memoranda.

4. A teaching assistant will receive a copy of the observation/evaluation report within ten (10) school days after the conference. The teaching assistant shall sign the report to indicate that he or she has seen it with the express understanding that such signature does not necessarily indicate agreement with the contents. If the report contains negative comments, such negative comments will be supported by examples that have been observed. The observer/evaluator and the teaching assistant will discuss the negative comments and attempt to mutually arrive at strategies to improve the teaching assistant's performance.

5. The teaching assistant will have the right to submit a written rebuttal to the report which will be placed in the teaching assistant's personnel file along with the report.

C. Compensation

1. The teaching assistant's salary schedules for year one (2007-2008), year two (2008-2009), year three (2009-2010), year four (2010-2011) and year five (2011-2012) of this Agreement are attached hereto as appendices and made a part hereof as follows:

Appendix F	2007-2008
Appendix G	2008-2009
Appendix H	2009-2010
Appendix I	2010-2011
Appendix J	2011-2012

2. Summer School

Teaching assistants' per diem summer school compensation for each year of this Agreement is attached hereto and made a part hereof:

2007-2008	\$126
2008-2009	\$129
2009-2010	\$132
2010-2011	\$135
2011-2012	\$138

Summer school teaching assistants who are not members of the Blythedale Teachers Group will be paid \$109 per day for each year of this agreement.

3. In-House Substitute Pay

Teaching Assistants who substitute for a teacher will receive a stipend for the day of \$40.00 (\$20.00 for half day) above his or her regular salary.

D. Leave Allowance

1. Break Time

Full-time teaching assistants shall have 15 minutes of break time each morning and afternoon of each school day. The time is to be scheduled during the student day at a time determined by the teacher to be feasible.

2. Sick Leave

Fifteen (15) days of sick leave will be granted each year to full-time 10-month employees and, part time employees will be granted a prorated number of days except as noted below for new employees (*a day for a part-time employee shall be the number of hours of his or her regular work day*):

Sick time for all new employees working their first two school years – either full or part time – shall be accrued at a rate of 1.5 sick days per month. If at any time in the school year a new employee exceeds his or her prorated sick leave allocation, he or she will be docked at a pay rate of 1/200<sup>th</sup> of the annual salary per day for any sick time that has not yet been accrued. All sick time previously docked, will be reimbursed to the employee, providing he or she has not exceeded the total allocation at the end of each of the first two fiscal years.

Unused sick leave may accumulate to 180 days. A teaching assistant who leaves school after 11:30 a.m. by reason of illness will only be charged ½ day sick leave for that day.

The Board reserves the right to request a doctor's certificate from a teaching assistant when:

1. a pattern of abuse has been documented
2. medical clearance for returning to work is needed.

3. Bereavement Leave

Prior to or after return, upon written notification, the Superintendent will approve up to five (5) days bereavement leave in the event of death of a member of the staff member's immediate family. "Immediate family" includes spouse, child, mother, father, sibling, mother-in-law, father-in-law, grandchild, grandparent, and a person living in the staff member's house.

In the event of the death of a staff member's brother-in-law, sister-in-law, aunt, and uncle, one day's absence may be approved for attendance at the funeral. Other incidents shall be at the discretion of the Superintendent.

4. a. Personal Leave

Two (2) days leave each school year will be granted to each full-time teaching assistant for personal business which cannot be conducted on a non-school day or after work hours, such as closing on a house, illness in the family, religious observance or graduation from college of a child. Part-time teaching assistants will be granted one (1) such personal day each school year. (Personal leave for part-time teaching assistants shall be the number of hours of the teaching assistant's regular work day.)

Such leave may be taken without statement of the reason for the leave, but notice of such leave shall be given by the teaching assistant to the Superintendent at least three (3) calendar days prior to the day of leave except in the event of an emergency. Personal leave may not be taken the day before or the day after a holiday or vacation except with statement of the reason for the leave and approval of the Superintendent. Any unused personal leave shall accumulate as sick leave.

4. b. Additionally, up to 2 sick days may be used as emergency personal days. Such leave shall be granted for unforeseen circumstances that require immediate attention and cannot be conducted on a non-school day or after work hours.

5. Jury Duty

Notice of jury duty must be submitted to the Superintendent by the unit member. Any jury fees, less specific expenses (i.e. travel), shall be returned to the Board. Unit member shall not lose pay for such absence. A teaching assistant who resides in a county which has a call-in system for jury duty shall participate in such system if the teaching assistant is eligible to participate.

6. Court and/or Governmental Agency Appearance

The number of days necessary will be approved without loss of pay if one of the following conditions exists:

- a. The School District is involved and the teaching assistant is subpoenaed as a party or witness to the action.
- b. The teaching assistant is subpoenaed to appear as a witness to testify to facts and/or testimony of general interest before a Federal, State or County court.
- c. The teaching assistant is subpoenaed to appear before any Federal, State, County, Town or Village agency and is not subsequently convicted of the crime under investigation for which the subpoena has been issued.

The subpoena answered must be presented to the Superintendent or designee along with the statement of the amount of time which is expended pursuant to the subpoena. Any fees received in connection with the subpoena should be turned over to the District.

## 7. Job-related Leave

If a unit member's presence is required by the Board of Education, Superintendent, a judicial board or an arbitrator for the purpose of negotiations or grievance proceedings, that member shall not lose pay for such absence.

## 8. Leaves of Absence Without Pay

### a. Child-Care Leave

Members of the BTG are eligible for FMLA benefits under the Board of Education Policy #6551 (see addendum), if they meet the hours of service requirement. Child-care leave shall be granted for the purpose of caring for a child following birth, adoption or placement in foster care for up to 24 months. Such leave must commence within the first year following such event. A request for such leave must be given to the Superintendent in writing at least thirty (30) calendar days before the leave is to commence whenever possible, or at the earliest practical time if circumstances beyond the employee's control so require. A teaching assistant on child-care leave must inform the Superintendent in writing by April 1<sup>st</sup> of the previous year whether or not the teacher intends to return in September. Failure to so inform the Superintendent shall be deemed an abandonment of the teaching assistant's position and the teaching assistant's services will be terminated by the Board.

A teaching assistant on child-care leave shall not accrue seniority. Upon his or her return to duty, the teaching assistant shall retain prior tenure, time towards tenure, earned seniority, and sick leave. If child-care leave time exceeds twenty (20) calendar weeks (including vacation periods) during the 10-month school year (September – June), the entire school year shall not count toward years of service for purposes of advancement on the salary schedule. Teaching assistants on child-care leave shall be permitted to perform per diem teaching services for the Board.

Individuals on child-care leave who request and are eligible for FMLA benefits will receive health insurance benefits during the first 12 calendar weeks of their leave. Health benefits will be available thereafter at the employee's expense. Child-care leave time shall run concurrently with FMLA benefits if applicable.

Employee paid health benefits are available immediately for all Leaves of Absence Without Pay that are not classified "FMLA".

### b. Leave at the Discretion of the Board

A leave of absence for up to one year may be granted by the Board at its sole discretion for good and sufficient reason. Time on such leave shall not count toward seniority or for the purposes of the salary schedule. A teaching assistant on Leave at the Discretion of the Board must inform the Superintendent in writing by April 1 of the previous school year whether or not he or she intends to return in September. Failure to so inform the Superintendent shall be deemed an abandonment of the teaching assistant's position and his or her services will be terminated by the Board.

E. Insurance

1. Group Health Insurance – The Board shall pay the full cost of individual health insurance for full-time teaching assistants and part-time teaching assistants except those who commence service after June 30, 2000 must be at least .5 FTE to be eligible. Such health insurance shall be under the Southern Westchester Schools Cooperative Health Plan in effect at the time of the execution of this Agreement or under a successor plan. The Board does not guarantee that there will be no reduction in the benefits provided by such insurance but it does guarantee that there will be no material reduction.

For employees with five or more years of service, the Board shall pay either the full cost of individual health insurance or 50% of the cost for family or two-person coverage.

2. Dental Insurance – The Board shall pay the full cost of individual dental insurance for full-time teaching assistants and part-time teaching assistants, except those who commence service after June 30, 2000 must be at least .5 FTE to be eligible under the plan in effect at the time of the execution of this Agreement or under a successor plan. The Board does not guarantee that there will be no reduction in the benefits of this plan.

For employees with five or more years of service, the Board shall pay either the full cost of individual dental insurance or 50% of the cost for family or two-person coverage.

3. Life Insurance – The Board shall pay the full cost of group life insurance for full-time teaching assistants and part-time teaching assistants, except those who commence service after June 30, 2000 must be at least .5 FTE to be eligible, said insurance to be in the face amount of 1 ¼ times the salary of the teacher rounded to the next thousand.

4. Health Insurance Buy-out - Unit members eligible for health insurance under this agreement may voluntarily waive their right to participate in our health insurance program providing they are covered by another health plan. The election for existing members must be made by November 1<sup>st</sup> of each year, and will apply to the following calendar year beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>. All new unit members must inform us of their intent to waive coverage within 30 days of their hire date. Such notification would entitle them to prorated compensation, payable in December.

The District will compensate unit members each year whose benefits are 100% payable by the District. Compensation will be payable in two (2) installments, the first payroll in June and the first payroll in December, and will be made in accordance with the schedule below.

The Buy-Out Compensation is as follows:

Waiving individual coverage for no coverage	\$1,100
---	---------

Unit members whose spouse is also a covered employee of this district are required to waive their coverage providing their spouse is eligible for two-person or family coverage. In this instance teaching assistants would receive \$1,100.

In the event that a unit member's status changes so that this arrangement causes hardship on the employee, that individual may apply for reinstatement. Such circumstances are limited to divorce, the death of a spouse, or loss of a spouse's employment or insurance coverage. The District shall allow reinstatement to The Plan upon receiving a prorated repayment of the compensation received for the initial withdrawal. Furthermore, if at any time you are no longer eligible for coverage, you will be responsible to reimburse the District any prorated portion of your waiver compensation.

F. Retirement Benefits

1. Tax-Sheltered Annuities

a. Upon receipt of proper authorization, the Board will deduct and transmit monies for tax-sheltered annuities covered under IRS section 403B and 457 available through the District.

b. Unit members may make changes to their tax-sheltered annuity by submitting the necessary form to the Finance Office by September 15<sup>th</sup> or February 15<sup>th</sup>.

2. Retiree Medical and Dental Coverage

The Board agrees to pay premiums for all eligible full-time teaching assistants and part-time teaching retiring into the New York State Teachers Retirement System (those who commence service after June 30, 2000, must be at least .5 FTE or more to be eligible), under the Southern Westchester Schools Cooperative Health Plan and the dental plan in effect at the time of the execution of this Agreement or under successor plans at the following rates:

a. With at least fifteen (15) but fewer than twenty-five (25) years of service in the District, the Board shall pay 80% of the health and dental insurance premiums for retirees choosing individual coverage, and 60% of the health and dental insurance premium for retirees choosing family coverage. Teaching assistants who commenced service on or before September 1, 1987, shall also be eligible for this coverage.

b. With at least twenty-five (25) years of service in the District, the Board shall pay 90% of the health and dental insurance premiums for retirees choosing individual coverage and 75% of the health and dental insurance premium for retirees choosing family coverage.



### 3. Unused Sick Days at Retirement

A full-time teaching assistant who retires into the New York State Teachers' Retirement System (TRS) may be paid \$35.00 per day for each of his or her accumulated unused sick leave.

Sick leave may accumulate to a maximum of 180 days. To be eligible for this benefit, an employee shall notify the district in writing of his or her intent to retire at least three months prior to the effective date of retirement. This time period may be waived at the discretion of the Superintendent.

Employees have two options for the payment:

1. A lump sum payment to be paid directly;
2. Or the sum may be credited to the account of the retiree to pay the retiree's share of health insurance premiums until the sum is exhausted. Thereafter, the retiree shall be responsible for his or her share of health insurance costs.

### Article XIV- TEACHER AIDES

#### A. Provisions which apply

The following provisions of the Agreement apply to Teacher Aides:

1. Preamble
2. Recognition – Article I
3. BTG Rights – Article II
4. Dues Deductions – Article III
5. Teacher Rights – Article IV, B, D, E
6. Notification of Absence – Article VII
7. Grievance Procedure – Article XV
8. No-Strike Clause – Article XVI
9. Savings Clause – Article XVII
10. Legislative Action Required – Article XVIII
11. Duration and Negotiations for a Successor Agreement – Article XIX

#### B. Work Year

1. Twelve-Month Work Year – On days when school is in session or closed for emergency purposes (School year plus 30-day summer session).
2. There shall be a 30-minute duty-free lunch period following the return of students to their classrooms after elementary and secondary lunch periods, during which teacher aides may leave the grounds.

### C. Compensation

Initial salary is \$10.00 per hour actually worked, with an increase after 12 months of employment as per contractual increment for teachers and teaching assistants.

### D. Leave Allowance

#### 1. Break Time –

Full-time teacher aides shall have 15 minutes of break time each morning of each school day. The time is to be scheduled between the hours of 10:15-11:00 a.m.

#### 2. Sick Days

Sick time for all teacher aides shall be accrued at a rate of .5 days per month. Unused sick leave may carry forward to the next school year.

#### 3. Bereavement Leave

Prior to or after return, upon written notification, the Superintendent will approve one (1) day bereavement leave in the event of the death of a member of the staff's immediate family. "Immediate family" includes spouse, child, mother, father, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, and a person living in the staff member's house.

#### 4. Personal Leave

One (1) day leave for each six-month period will be granted to each full-time teacher aide for personal business which cannot be conducted on a non-school day or after work hours.

Such leave may be taken without statement of the reason for the leave, but notice of such leave shall be given by the teacher aide to the Superintendent at least three (3) calendar days prior to the day of leave, except in the event of an emergency. Personal leave may not be taken the day before or the day after a holiday except with statement of the reason for the leave and approval of the Superintendent.

### E. Insurance

1. Group Health Insurance - The Board shall pay the full cost of individual health insurance for full-time teacher aides. Such health insurance shall be under the Southern Westchester Schools Cooperative Health Plan in effect at the time of the execution of this Agreement or under a successor plan. The Board does not guarantee that there will be no reduction in the benefits provided by such insurance but it does guarantee that there will be no material reduction.

2. Dental Insurance - The Board shall pay the full cost of individual dental insurance for the full-time teacher aides. The Board does not guarantee that there will be no reduction in the benefits of this plan.
3. Health Insurance Buy-out - Unit members eligible for health insurance under this agreement may voluntarily waive their right to participate in our health insurance program provided they are covered by another health plan. The election for existing members must be made by November 1<sup>st</sup> of each year, and will apply to the following calendar year beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>.

All new unit members must inform the finance office of their intent to waive coverage within 30 days of their hire date. Such notification would entitle them to prorated compensation, payable in December. The District will compensate unit members each year whose benefits are 100% payable by the District. Compensation will be payable in two (2) installments, the first payroll in June and the first payroll in December, and will be made in accordance with the schedule below:

The Buy-out Compensation is as follows:

Waiving individual coverage for no coverage \$1,100

Unit members whose spouse is also a covered employee of this district are required to waive their coverage providing their spouse is eligible for two-person or family coverage. In this instance teacher aides would receive \$1,100.

In the event that a unit member's status changes so that this arrangement causes hardship on the employee, that individual may apply for reinstatement. Such circumstances are limited to divorce, the death of a spouse, or loss of a spouse's employment or insurance coverage. The District shall allow reinstatement to The Plan upon receiving a prorated repayment of the compensation received for the initial withdrawal. Furthermore, if at any time the unit member is no longer eligible for coverage, that individual will be responsible to reimburse the district any prorated portion of his/her waiver compensation.

#### ARTICLE XV – GRIEVANCE PROCEDURE

A. Declaration of Policy – It is the declared purpose of these procedures to provide a means for orderly settlement of differences between the parties, promptly and fairly as they arise. Parties will make a sincere and determined effort to resolve all grievances in an informal way and at the earliest level possible.

B. Definitions

1. "Grievance" shall mean a claim by a member or members of the BTG that as to them there has been a violation, misinterpretation, misapplication or inequitable application of the provisions of this Agreement.
2. "Grievant" shall mean a member or members of the BTG having the same grievance. The BTG may bring a grievance if it affects a group of members and appears to have system-wide implications.
3. "Days" when used in this Article shall mean days when school is in session.

C. Basic Principles

1. At all stages of this procedure a BTG member shall have the right to be represented by a person or persons of his or her own choice. If such person is not a representative of the BTG, the BTG shall have the right to be present and to be heard at all stages.
2. All hearings shall be confidential.
3. Hearings shall be held after the work day except by mutual agreement of the parties.
4. Forms for filing grievances shall be developed by the parties. The Superintendent shall have the responsibility of having copies of such forms duplicated and available.
5. The parties agree to facilitate the investigation of any grievance by making available material and relevant documents concerning the alleged grievance except as such documents may be confidential memoranda or working papers.
6. No reference to or records of a grievance shall be placed in grievant's file.
7. Nothing contained herein shall be construed as limiting the rights of any BTG member having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter adjusted informally without intervention of the BTG, provided the adjustment is not inconsistent with the terms of this Agreement and an authorized representative of the BTG has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
8. No interference, coercion, restraint, discrimination or reprisal will be taken by the Board or any member of the administration against the grievant, any representative of the BTG, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

D. Level I - Superintendent

1. Within 20 days of the action complained of, a BTG member may present his or her grievance in writing to the Superintendent. The statement of grievance must set forth the specific act or acts complained of, the identity of the person responsible for the act or acts if known, a general statement of the nature of the grievance, the specific clause or clauses of this Agreement alleged to have been violated, and the redress sought.
2. Within 7 days after receipt of the grievance the Superintendent shall hold a meeting with the grievant and his or her representative. The superintendent shall render a decision in writing setting forth the reasons for the decision no later than 5 days after such meeting.

E. Level II – Board of Education

1. If the grievance is not satisfactorily resolved at level I, within 10 days after the decision of the superintendent the grievant may file an appeal in writing with the Board of Education.
2. Within ten (10) days after receipt of the appeal, the Board shall hold a hearing at which the grievant and his or her representative shall be present. The hearing shall be held in executive session.
3. Within ten (10) school days after the conclusion of the hearing the Board shall render a decision in writing, setting forth its reasons, to the grievant and the BTG.

F. Level III - Arbitration

1. If the grievance is not satisfactorily resolved at level II, within 15 days after the decision of the Board the grievant or the BTG may submit the grievance to arbitration, with the selection of the arbitrator and the proceeding to be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
2. 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 violative of or alters or modifies the terms of the Agreement.
3. The decision of the arbitrator shall be binding.
4. The arbitrator's charges shall be shared equally by the parties.

ARTICLE XVI – NO-STRIKE CLAUSE

The BTG agrees that neither it nor the employees it represents shall engage in any strike, work stoppage or other concerted refusal to work. The BTG further agrees that it shall not cause, instigate, encourage or condone any such strike, work stoppage, or other concerted refusal to work.

ARTICLE XVII – SAVINGS CLAUSE

If any provision of the Agreement shall be held contrary to law, then such provision shall not be applicable nor performed nor enforced except to the extent permitted by law but all such other provisions of this Agreement shall remain in full force and effect.

ARTICLE XVIII – LEGISLATIVE ACTION REQUIRED

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.


ARTICLE XIX – DURATION AND NEGOTIATIONS  
FOR A SUCCESSOR AGREEMENT

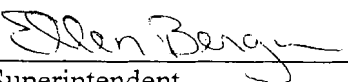
This Agreement shall be effective From July 1, 2007 to June 30, 2012, except where otherwise provided. It shall constitute the sole and binding agreement between the parties and shall not be altered, added to, deleted from or modified except through the voluntary and mutual consent of both parties by written and signed amendment.

On or before February 1, 2012, the parties shall exchange proposals for a successor agreement to this Agreement. On or before February 15, 2012, the parties will enter into good faith negotiations for such successor Agreement.

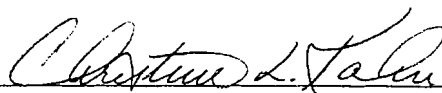
IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written.

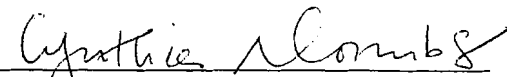
BOARD OF EDUCATION OF MOUNT  
PLEASANT BLYTHEDALE UNION  
FREE SCHOOL DISTRICT

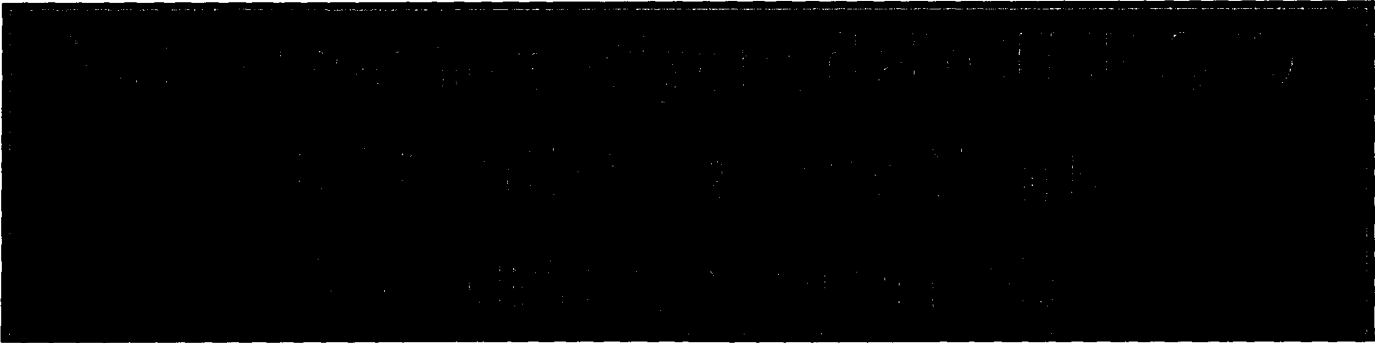
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

BLYTHEDALE TEACHERS' GROUP

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Negotiator



	22,676
	23,175
	23,685
	24,206
	24,738
	25,283
	25,839
	26,407
	26,988
	27,582
	28,189
	28,808
	29,442
	30,091
	30,753

**3.75%**

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08-09-2010 BY 60322 JAW/SCA/STP  
EXCEPT WHERE SHOWN OTHERWISE

Year	Salary
1	23,299
2	23,812
3	24,336
4	24,872
5	25,418
6	25,978
7	26,550
8	27,134
9	27,731
10	28,340
11	28,964
12	29,600
13	30,252
14	30,918
15	31,598

2.75%



**Mt. Pleasant Blythedale U.F.S.D.  
2009-2010 Salary Scale  
Teaching Assistants**

<b>Step</b>	<b>Salary</b>
1	24,115
2	24,645
3	25,188
4	25,742
5	26,308
6	26,887
7	27,479
8	28,083
9	28,701
10	29,332
11	29,978
12	30,637
13	31,311
14	32,000
15	32,704

**3.50%**

**Mt. Pleasant Blythedale U.F.S.D.  
2010-2011 Salary Scale  
Teaching Assistants**

<b>Step</b>	<b>Salary</b>
1	24,898
2	25,446
3	26,007
4	26,579
5	27,163
6	27,761
7	28,372
8	28,996
9	29,634
10	30,286
11	30,952
12	31,632
13	32,328
14	33,040
15	33,767

**3.25%**

City of Pleasant Hill, California U.S.S. 10  
2011-2012 Salary Scale  
Penching Assistants

Step	Salary
1	25,770
2	26,337
3	26,917
4	27,509
5	28,114
6	28,733
7	29,365
8	30,011
9	30,671
10	31,346
11	32,035
12	32,739
13	33,460
14	34,197
15	34,949

3.50%

# Mt. Pleasant Blythedale U.F.S.D.

## 2007-08 Salary Scale for Teachers

49,794	54,156	56,057	57,958	64,860
50,887	55,349	57,291	59,233	66,287
52,007	56,567	58,551	60,536	67,746
53,151	57,812	59,840	61,868	69,235
54,320	59,084	61,155	63,228	70,760
55,517	60,384	62,502	64,620	72,317
56,737	61,713	63,877	66,042	73,907
57,986	63,069	65,282	67,496	75,532
	64,456	66,719	68,981	77,194
	65,874	68,186	70,498	78,894
	67,324	69,686	72,047	80,628
	68,805	71,219	73,632	82,403
	70,320	72,787	75,253	84,216
	71,866	74,388	76,909	86,070
	73,448	76,025	78,601	87,962
	75,063	77,697	80,332	89,897
	76,715	79,406	82,098	91,876
	78,403	81,153	83,904	93,897
	80,127	82,939	85,750	95,963
	81,889	84,763	87,636	98,074
	83,691	86,628	89,565	100,231
	85,532	88,534	91,537	102,437
	87,416	90,481	93,548	104,690
	89,337	92,471	95,607	106,994
	91,302	94,507	97,711	109,348

3.75%

# Mt. Pleasant Blythedale U.F.S.D.

## 2008-09 Salary Scale for Teachers

Step	BA	MA	MA + 15	MA + 30	MA + 60
1	51,163	55,646	57,599	59,552	66,644
2	52,287	56,871	58,866	60,862	68,110
3	53,437	58,122	60,161	62,201	69,609
4	54,613	59,401	61,485	63,570	71,139
5	55,814	60,708	62,837	64,967	72,705
6	57,043	62,044	64,221	66,397	74,306
7	58,297	63,410	65,633	67,858	75,940
8	59,580	64,803	67,077	69,352	77,609
9		66,228	68,553	70,878	79,317
10		67,686	70,061	72,437	81,063
11		69,176	71,602	74,028	82,846
12		70,697	73,178	75,657	84,670
13		72,253	74,788	77,322	86,532
14		73,842	76,433	79,024	88,437
15		75,468	78,116	80,763	90,381
16		77,127	79,834	82,541	92,369
17		78,824	81,590	84,356	94,402
18		80,559	83,385	86,211	96,479
19		82,331	85,220	88,109	98,601
20		84,141	87,094	90,046	100,771
21		85,992	89,010	92,028	102,987
22		87,884	90,969	94,054	105,254
23		89,820	92,970	96,121	107,569
24		91,794	95,014	98,236	109,937
25		93,813	97,106	100,398	112,355

2.75%

# Mt. Pleasant Blythedale U.F.S.D.

## 2009-10 Salary Scale for Teachers

<b>Step</b>	<b>B.A.</b>	<b>M.A.</b>	<b>M.A. +15</b>	<b>M.A. +30</b>	<b>M.A. +60</b>
<i>1</i>	52,954	57,593	59,615	61,636	68,977
<i>2</i>	54,117	58,861	60,927	62,992	70,494
<i>3</i>	55,307	60,156	62,267	64,378	72,045
<i>4</i>	56,524	61,480	63,637	65,795	73,629
<i>5</i>	57,768	62,833	65,037	67,241	75,250
<i>6</i>	59,040	64,216	66,469	68,721	76,906
<i>7</i>	60,337	65,629	67,931	70,233	78,598
<i>8</i>	61,666	67,071	69,425	71,779	80,326
<i>9</i>		68,546	70,953	73,359	82,093
<i>10</i>		70,055	72,513	74,972	83,900
<i>11</i>		71,597	74,108	76,619	85,745
<i>12</i>		73,171	75,739	78,305	87,633
<i>13</i>		74,782	77,406	80,029	89,561
<i>14</i>		76,426	79,109	81,790	91,532
<i>15</i>		78,109	80,850	83,589	93,545
<i>16</i>		79,827	82,628	85,430	95,602
<i>17</i>		81,583	84,445	87,309	97,706
<i>18</i>		83,378	86,303	89,228	99,856
<i>19</i>		85,212	88,202	91,192	102,053
<i>20</i>		87,086	90,142	93,197	104,298
<i>21</i>		89,002	92,126	95,249	106,592
<i>22</i>		90,960	94,153	97,346	108,937
<i>23</i>		92,963	96,224	99,485	111,334
<i>24</i>		95,007	98,340	101,674	113,784
<i>25</i>		97,096	100,505	103,912	116,288

3.50%

# Mt. Pleasant Blythedale U.F.S.D.

## 2010-11 Salary Scale for Teachers

<i>Step</i>	<b>B.A.</b>	<b>M.A.</b>	<b>M.A. +15</b>	<b>M.A. +30</b>	<b>M.A. +60</b>
<i>1</i>	54,675	59,465	61,552	63,639	71,218
<i>2</i>	55,876	60,774	62,907	65,039	72,785
<i>3</i>	57,105	62,112	64,291	66,470	74,386
<i>4</i>	58,361	63,479	65,706	67,933	76,022
<i>5</i>	59,645	64,875	67,150	69,426	77,696
<i>6</i>	60,959	66,303	68,629	70,954	79,406
<i>7</i>	62,298	67,762	70,138	72,516	81,152
<i>8</i>	63,670	69,251	71,681	74,112	82,936
<i>9</i>		70,774	73,259	75,743	84,761
<i>10</i>		72,331	74,869	77,409	86,627
<i>11</i>		73,924	76,517	79,110	88,532
<i>12</i>		75,550	78,200	80,850	90,481
<i>13</i>		77,213	79,922	82,630	92,471
<i>14</i>		78,910	81,680	84,448	94,507
<i>15</i>		80,647	83,477	86,306	96,585
<i>16</i>		82,421	85,314	88,206	98,709
<i>17</i>		84,235	87,190	90,146	100,882
<i>18</i>		86,088	89,108	92,128	103,101
<i>19</i>		87,982	91,069	94,156	105,369
<i>20</i>		89,916	93,072	96,226	107,688
<i>21</i>		91,895	95,120	98,345	110,056
<i>22</i>		93,916	97,213	100,509	112,478
<i>23</i>		95,985	99,351	102,718	114,952
<i>24</i>		98,094	101,536	104,979	117,482
<i>25</i>		100,252	103,771	107,289	120,067

3.25%

# Mt. Pleasant Blythedale U.F.S.D.

## 2011-12 Salary Scale for Teachers

Step	6A	6B	6C	6D	6E
	56,588	61,546	63,706	65,867	73,711
	57,831	62,901	65,108	67,316	75,332
	59,103	64,285	66,541	68,797	76,990
	60,404	65,700	68,005	70,310	78,683
	61,733	67,146	69,500	71,856	80,415
	63,092	68,623	71,031	73,437	82,185
	64,479	70,134	72,593	75,054	83,992
	65,898	71,675	74,190	76,706	85,839
		73,251	75,823	78,394	87,728
		74,863	77,490	80,118	89,659
		76,511	79,195	81,878	91,630
		78,194	80,937	83,680	93,648
		79,915	82,719	85,522	95,708
		81,672	84,538	87,404	97,815
		83,470	86,399	89,327	99,965
		85,306	88,300	91,293	102,164
		87,183	90,242	93,301	104,413
		89,101	92,227	95,353	106,710
		91,061	94,256	97,452	109,057
		93,063	96,329	99,594	111,457
		95,111	98,449	101,787	113,908
		97,203	100,615	104,027	116,415
		99,344	102,828	106,313	118,976
		101,528	105,090	108,653	121,594
		103,761	107,403	111,044	124,270

3.50%



