



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

Contract Database Metadata Elements

Title: **Mount Vernon City School District and Mount Vernon Federation of Teachers (2004)**

Employer Name: **Mount Vernon City School District**

Union: **Mount Vernon Federation of Teachers**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **5678**

Unit Size:

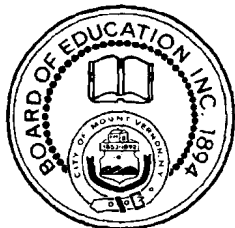
Number of Pages: **30**

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/>

TAS/5672

AGREEMENT



Mount Vernon City
School District
and
Mount Vernon
Federation of Teachers

FOR TEACHING ASSISTANTS

RECEIVED

DEC 18 2003 *July 1, 2004*

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

to

June 30, 2007

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	SALARIES AND BENEFITS	1
	A. Salaries	1
	B. Placement on Salary Step and Lane	1
	C. Paychecks	1
	D. Holidays	2
	E. Longevity	2
	F. Health Insurance	2
	G. Flexible Spending Plan	3
	H. Welfare Fund	3
	I. Additional Funds	3
	J. Stipends	3
ARTICLE III	LEAVES OF ABSENCE	4
	A. Sick Leave	4
	B. Sick Bank	4
	C. Family and Medical Leave Act (FMLA)	5
	D. Personal Leave	6
	E. Bereavement Leave	6
	F. Jury Duty	7
	G. Military Leave	7
	H. Child Care Leave	7
	I. Long Term Leaves of Absence	8
	J. Workers' Compensation	8
	K. Leave Review Committee	8
ARTICLE IV	GENERAL WORKING CONDITIONS	8
	A. School Year	8
	B. Involuntary Transfer	9
	C. Seniority	9
	D. Layoff and Recall	9
	E. Vacancies	10
	F. Posting of Official Notices	10
	G. Probation	10
	H. Alternative Disciplinary Procedures	10
	I. Personnel Files	11
	J. Evaluation	11
	K. Fitness for Duty	11
	L. Past Practice	11
	M. Legal Services	12
	N. Summer Work	12
	O. Substituting	12
ARTICLE V	GRIEVANCE PROCEDURE	12
	A. Definitions	12
	B. Purpose	12
	C. Procedure	13
	Level One	13
	Level Two	14
	Level Three-Arbitration	14
	Special Procedures	16
	D. Rights of Unit Members	16
	E. Miscellaneous	16

<i>ARTICLE VI</i>	<i>UNION RIGHTS</i>	<i>18</i>
	<i>A. Dues Deductions</i>	<i>18</i>
	<i>B. Meetings</i>	<i>18</i>
	<i>C. Labor Management and Relations Meetings</i>	<i>18</i>
	<i>D. Bulletin Boards</i>	<i>19</i>
	<i>E. Seniority List</i>	<i>19</i>
	<i>F. Calendar Committee</i>	<i>19</i>

<i>ARTICLE VII</i>	<i>DURATION</i>	<i>19</i>
	<i>A. Duration of Agreement</i>	<i>19</i>
	<i>B. Legislative Clause</i>	<i>19</i>
	<i>C. Distribution of the Agreement</i>	<i>19</i>
	<i>D. Signatures</i>	<i>20</i>

<i>APPENDIX I</i>	<i>SALARY SCHEDULES</i>
-------------------	-------------------------

<i>APPENDIX II</i>	<i>TEACHER AIDE PAY DATE SCHEDULE</i>
--------------------	---------------------------------------

<i>APPENDIX III</i>	<i>APPROVED EVALUATION FORM</i>
---------------------	---------------------------------

ARTICLE I RECOGNITION

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

ARTICLE II SALARIES AND BENEFITS

A. SALARIES

Increase all teaching assistant salaries, schedules, rates and appendices by 4% (2% on July 1, 2004 and an additional 2% on February 1, 2005), an additional 4% (2% on July 1, 2005 and an additional 2% on February 1, 2006), an additional 4% (2% on July 1, 2006 and an additional 2% on February 1, 2007). See Appendix I for teaching assistant and teacher aide salaries.

B. PLACEMENT ON SALARY STEP AND LANES

1. Any unit member employed on a regular full-time basis, on or before February 1st, shall be entitled to advance one step over the step held in the previous year, except those on the top step. Assistants shall advance 1 step each year beyond his/her step for the 2003-2004 school year. All aides whose positions were abolished in the 2002-03 and 2003-04 school years and who were rehired as Assistants prior to October 1, 2004, shall be placed on a step consistent with years of service as an aide. Lane placement shall be determined by approved credit accumulation.
2. Courses for teaching assistants taken for salary reclassification purposes shall be subject to review and recommendation by the same joint committee used for teachers. In 2004-05, eligible unit members may move no further than the 18-credit lane. In 2005-06, eligible unit members may move no further than the 48-credit lane. In 2006-07, unit members shall be allowed to move to the final lane. Unit members shall move in the same fashion as the teachers and shall move no more than 1 lane in one school year.

C. PAYCHECKS

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

2. Unit members shall have the option to also utilize Direct Deposit and the Mount Vernon Credit Union for payroll purposes. In addition, unit members may designate that deductions also be taken for the NYSUT Benefit Trust Fund, VOTE-COPE, Tax Shelter Annuity (in accordance with procedures worked out between the Federation and the Business Office) and a Roth IRA.

D. HOLIDAYS

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

E. LONGEVITY

1. Longevity for assistants shall be based on total years of service as an aide and assistant for assistants hired prior to October 1, 2004. Those assistants hired on or after October 1, 2004 shall base his/her total years of service according to the date of hire as a teaching assistant.
2. Longevity payments shall be as follows: \$300 longevity payment starting in the 15th year of service, \$600 longevity payment starting in the 20th year of service, \$900 longevity payment starting in the 25th year of service.

F. HEALTH INSURANCE

1. The District shall provide individual health insurance for all members of the unit. Employees shall elect any of the currently available plans subscribed to by the District. Unit members shall contribute the following for health insurance: 0.7 percent of the annual salary of the member in 2004-2005 with a \$200 minimum. In 2005-2006, the amount will be .725% of the annual salary with a minimum of \$250. In 2006-2007, the amount will be .75% of the annual salary with a \$300 minimum. Unit members shall pay no lower an amount than the minimum amounts listed.
2. The District shall be allowed to substitute carriers as long as the substituted carrier provides no less coverage than provided by SWSCHP at the time of the switch. Should the District change health insurance plans or coverage during the term of this Agreement, the employee contribution shall cease and the parties will renegotiate employee contributions.
3. The District shall pay health insurance premiums in the amount of 60% for individual coverage and 45% for family coverage for unit members retiring after September 1, 1999 who have completed at least 10 (ten) years of service in the district.
4. Employees who currently receive individual health insurance will have the option to purchase family coverage at the rate of ½ of the difference between the

individual and family plan rate.

5. While the District agrees that artificial insemination and invitro-fertilization may be necessary in some cases, the Union agrees that artificial insemination and invitro-fertilization is not always necessary. All artificial insemination and invitro-fertilization cases will be decided under a standard of "medical necessity" only. The standard of such "medical necessity" shall be that which is applied under the SWSCHP Plan. All disputes shall be resolved by medical arbitration by the Chief of OB-GYN of the New York Medical College. In the event that the Administrator's medical review panel determines that artificial insemination or invitro-fertilization is not "medically necessary" and the Union wishes to challenge that determination, the matter shall be submitted to the Chief of OB-GYN of the New York Medical College for resolution.
6. In cases in which the District's employee is covered by medical insurance through another family member, the District will pay the employee to voluntarily waive his/her right to participate in the District's health insurance plan. The District will pay that employee the amount of \$1,000 annually for that waiver and withdrawal. The election must be made by June 1 for the subsequent school year, or within the first thirty (30) days after hiring. In the event of a situation occurring after withdrawal in which coverage might be otherwise terminated, the District shall allow reentry upon a pro-rata repayment of the amount paid for the waiver and withdrawal.

G FLEXIBLE SPENDING PLAN

The parties shall implement a flexible spending plan in accordance with Section 125 of the Internal Revenue Code.

H WELFARE FUND

During the period of this Agreement, the District hereby agrees to contribute to the Federation at the rate of \$1375 in school year 2004-2005, \$1450 in school year 2005-2006, and \$1500 in school year 2006-2007, for each eligible employee to provide welfare benefits through a trust. Contributions shall be for eligible full-time unit members.

I ADDITIONAL FUNDS

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

J STIPENDS

Those unit members who are responsible for the diapering and tube feeding of students,

and who are absent for no more than 8 days in a school year, shall receive, at the end of the school year, a \$500 annual stipend prorated for the number of months assigned to that position. In addition, those unit members shall receive supplemental training annually in blood borne pathogens and other skills necessary to perform the specific functions of that job.

ARTICLE III

LEAVES OF ABSENCE

A. SICK LEAVE

1. Each unit member shall be entitled to 15 sick days per school year. However, assistant unit members hired after October 1, 2004, shall receive 12 sick days per year. Upon receiving tenure, these unit members shall be allotted 15 sick days prorated.
2. Three (3) of these days mentioned in paragraph 1 may be used for family illness in the year in which the days are issued. "Family" shall be defined as people living in the employee's household.
3. Sick leave may be accumulated to a maximum of 120 days.
4. In the event schools are closed due to snow or other emergency and a unit member is on sick leave on the day prior to such school closing and the day after such school closing, the unit member will be charged for a sick day on the day school is closed. However, should the school closing day be made up that year, the District will reinstate that charged sick day back to the unit member.
5. If a unit member reports to school and becomes ill necessitating a return to home, absence for a half a day will be recorded if the unit member is unable to resume duties before 12 noon. Should a unit member become ill after 12 noon, credit for a full day's attendance will be given.

B. SICK BANK

1. Current unit members shall be entitled to participate in the Sick Bank.
2. Upon commencement of employment, the District shall deduct one day from that year's annual sick leave from each unit member for Sick Leave Bank purposes. That reduction shall reduce the available Sick Leave of the individual unit member for that school year only and shall be transferred to a separate account denominated as Sick Leave Bank. The bank shall be administered by two persons designated by the District and two persons designated by the Federation. This group shall be designated as the Sick Leave Bank Board. The Sick Leave Bank Board shall determine whether or not unit members are eligible to receive time from the Sick Leave Bank. In the event of a disagreement, the question shall be referred to a physician in the area of specialty in which sick leave is sought. That physician shall be designated in consent of both sides by

the Academic Dean of the New York Medical College in Valhalla, New York.

3. No person shall be entitled to receive more than ninety (90) sick days for any single disability and no person shall be entitled to use Sick Leave Bank time unless the medical need is established by the parties to be of a catastrophic or disabling nature as ordinarily understood for general disability purposes. No Sick Leave Bank time will be available until the exhaustion of annual and accumulated time.
4. At the time the Sick Bank days have been decreased to 100, the Bank shall be replenished in the same manner in which it was originally established.

C. FAMILY AND MEDICAL LEAVE ACT ("FMLA")

1. The District will provide eligible employees with FMLA benefits as defined by the law. For an employee to be eligible he or she must have worked 12 months prior to the commencement of the leave and must have worked 1250 hours during that 12-month period.
2. When both a husband and wife are employed by the District they are restricted to a total of 12 workweeks for FMLA leave:
 - (a) for birth of a son or daughter or to care for the child after birth;
 - (b) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
 - (c) to care for a parent (but not a parent "in-law") with a serious health condition.
3. Where available, subject to the conditions of the FMLA, accrued leave (such as vacation, personal, family and sick leave, child care and sick leave bank) shall be used first to cover some or all of the FMLA leave.
4. During the FMLA leave, health benefits are to be provided at the level and under the conditions of coverage that would have been provided had the employee continued in employment during the period of leave. However, if the employee fails to return from leave, the District may recapture the health care premiums that it paid during the employee's leave. The District will not recapture the premiums of an employee who fails to return to work because of the onset, continuation or recurrence of a serious health condition of the employee or family member.
5. Any employee who uses unpaid leave for FMLA leave, will not accrue seniority during the FMLA leave.
6. The District has a right to 30 days' advance notice from the employee where practicable. In addition, employees taking medical leave are also required to make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the employer.
7. The District may require an employee to submit certification from the health

care provider to substantiate that the leave is due to the serious health condition of the employee or the employee's immediate family member. Failure to comply with these requirements may result in the denial of FMLA leave. The District may also require that the employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition.

D. PERSONAL LEAVE

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

E. BEREAVEMENT LEAVE

1. A unit member shall be entitled to leave of absence with pay for a period not to exceed five (5) consecutive days in case of death of a parent, sister, brother,

child, spouse, or other member of the family residing with the unit member.

2. All unit members shall be entitled to leave of absence with pay for a period not to exceed one (1) day in case of death of any of the following:
 - (a.) mother-in-law; (b.) father-in-law; (c.) daughter-in-law; (d.) son-in-law; (e.) sister-in-law; (f.) brother-in-law; or (g.) a grandparent not residing in the household of the unit member except, however, that where a unit member is required to travel over 100 miles from Mount Vernon, the unit member shall be granted up to, but not more than two (2) days leave of absence with pay.

F. JURY DUTY

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

G. MILITARY LEAVE

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

H. CHILD CARE LEAVE

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

1. An employee shall give sufficient notice of his/her request for childcare leave.
2. Child care leave shall begin at a mutually convenient time and shall extend to a period mutually agreed upon after the date of delivery. The District shall not be obligated to return unit members to the classroom during the middle of a term where such return would disrupt the program.
3. Child care leave shall be without pay or credit on a salary schedule for probationary employees. The probationary period will be suspended with the commencement of the leave and will resume when the employee resumes service in the District.
4. An employee who suffers an interrupted pregnancy, stillbirth or the death of any child for who she has received a child care leave may, upon written application to the Superintendent, be returned to service upon appropriate certification.
5. Employees on childcare leave shall be permitted to apply for service as a substitute following the birth of the child.
6. An employee granted childcare leave shall be entitled to one long term of absence without pay, at the expiration of the childcare leave. An employee shall be entitled to only one such extension regardless of the number of childcare leaves taken.
7. No leave shall exceed two (2) years.

I LONG-TERM LEAVE OF ABSENCE

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

J WORKERS' COMPENSATION

1. Unit members who sustain a direct physical student-related injury shall receive a maximum of 35 days of pay. There shall be no District payments for the same claim in future years. Unit members who sustain non-student related injuries shall receive a maximum of 15 days of pay.
2. The days referenced above (35 and 15) are a maximum amount to be taken for any single injury. If unit members use more than the above number of days, unit members shall have the right to use accumulated sick days and/or sick bank days or workers' compensation direct payment at the statutory prevailing rates.

K LEAVE REVIEW COMMITTEE

Alleged abuse of sick and personal leave shall be controlled by a review committee to review charges of abuse of such leave. The leave review committee shall be vested with the authority to interview unit members who have been referred to the committee and forward any matter it deems fit to the office of the Superintendent or his/her designee with a written recommendation for further action. Unit members shall be accompanied by an MVFT appointed representative at any such meetings and interviews. The Federation shall participate in the deliberations of any such committee, but shall not have a vote in any deliberations.

**ARTICLE IV
GENERAL WORKING CONDITIONS**

A. SCHOOL YEAR

1. The work year shall be 184 days (180 student contact and 4 Staff Development).

3. Sign-in for unit members at the middle schools shall be 8:25 a.m. for Davis and 7:55 a.m. for Franko. Unit members sign-out shall be 7 hours and 5 minutes later. Students at Davis shall report at 8:35 a.m. and shall be dismissed at 3:00 p.m. Students at Franko shall report at 8:05 a.m. and shall be dismissed at 2:30 p.m.
4. Sign-in for unit members at the high schools shall be 8:20 a.m. Unit members sign-out shall be 7 hours and 5 minutes later. Sign in and sign out times used in the 1998-1999 school year may remain pending new bus schedule arrangements.
5. Sign-in for unit members at the elementary schools shall be 8:20 a.m. Students report at 8:30 a.m. The student instructional day shall begin at 8:50 a.m. and the students shall be dismissed at 3:00 p.m. Unit members shall sign-out at 3:10 p.m.
6. All unit members may sign-out on Fridays and days before a vacation at student dismissal time. "Vacation" shall only apply to the adopted school calendar vacations of Thanksgiving, Christmas, mid-winter break, and spring break.

B. INVOLUNTARY TRANSFER

In the event of an involuntary transfer of employees in the unit due to a decrease in staff in a particular building, employees with the least District seniority in that building shall be transferred first. The training and skills needs of the District will also be factors.

C. SENIORITY

Seniority shall be on an overall basis. Those teaching assistants hired on or after October 1, 2004 shall accrue seniority based only on his/her date of hire as a teaching assistant. Seniority for those assistants hired prior to 10/1/04 shall be determined by his/her total years of service as an aide and assistant in Mt. Vernon.

D. LAYOFF AND RECALL

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

E. VACANCIES

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

F. POSTING OF OFFICIAL NOTICES

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

G. PROBATION

1. Aides who complete a probationary period of 30 days shall be discharged or disciplined for cause only.
2. Assistants initially hired as aides who are appointed as assistants prior to 10/1/04, shall serve a maximum 2 (two) year probationary period. Assistant unit members shall serve a three year probationary period if hired after 10/1/04, unless previously tenured.

H. ALTERNATIVE DISCIPLINARY PROCEDURES

1. The District and the MVFT, in recognition of the time delays, expenses and inefficiency in the Section 3020-a Education Law due process hearing procedure, recognize a need for a more efficient type of disciplinary proceeding for minor discipline cases and agree upon the procedures set forth in this Article as an option available to members of the bargaining unit.
2. In cases where the employer seeks a discipline of less than three (3) months suspension without pay or a fine not to exceed \$5,000.00, if the matter is not settled before a finding of probable cause by the Board, the case shall proceed to a disciplinary arbitration before a single arbitrator, in lieu of Section 3020-a proceedings, at the unit member's option. Such option may be exercised by filing a written notice with the Superintendent within ten (10) calendar days following the receipt of the charge(s). If the unit member opts for Section 3020-a proceedings, the Board's probable cause finding shall be deemed for the purposes of Section 3020-a and the requisite documents will then be forwarded to the State Education Department, including a Demand for Hearing document.
3. Whenever a bargaining unit member is being considered for disciplinary proceedings by the Superintendent pursuant to the requirements of Section 3020-a of the NYS Education Law, the following procedure shall be implemented before charges are brought to the Board for a finding of probable cause:
 - a. The Superintendent shall promptly conduct an investigation of such matter(s) or, in his/her discretion, secure counsel to do so.
 - b. During the investigation, where the charge(s) may be pursued, the Superintendent shall advise the unit member that an investigatory interview with possible disciplinary consequences will be conducted.

The unit member shall be confronted by the Superintendent with substance of the charge(s) and be given an opportunity to respond to the same. At the time of such meeting with the Superintendent, the unit member shall have the right to be represented by a building representative or non-attorney union representative.

- b. Following the meeting described in paragraph “b” above, the unit member shall be allowed to settle the charge(s) upon whatever terms are deemed agreeable between the unit member and the Superintendent, without the necessity of invoking Section 3020-a proceedings. The unit member shall be advised of the right to be counseled by an attorney or representative of the unit member’s choice prior to entering into a settlement agreement under the provisions of this paragraph. Where the unit member chooses not be represented or counseled, such fact shall be noted in any settlement document.

4. The decision of the arbitrator regarding the findings of facts and discipline shall be final and binding upon all parties. The full costs of the arbitrator’s fee shall be borne by the District with payments made on behalf of both parties to the arbitration.

I. PERSONNEL FILES

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

J. EVALUATION

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

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

K. FITNESS FOR DUTY

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

L. PAST PRACTICE

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

M. LEGAL SERVICES

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

N. SUMMER WORK

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

O. SUBSTITUTING

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

**ARTICLE V
GRIEVANCE PROCEDURE**

A. DEFINITIONS

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

B. PURPOSE

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

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and a good faith effort should be made to expedite the process.
2. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.
3. The Federation and District agree that except in unusual circumstances, a grievant should first discuss the "grievance" with his/her principal or immediate supervisor, either individually, or through the Federations' school representative, or by a representative of his/her own choosing, qualified under "D" with the objective of resolving the matter formally.

LEVEL ONE

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

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

LEVEL TWO

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

LEVEL THREE ARBITRATION

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

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

SPECIAL PROCEDURES

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

D. RIGHTS OF UNIT MEMBERS TO REPRESENTATION UNDER GRIEVANCE PROCEDURE

1. No reprisals of any kind will be taken by the Board or by any member of the administration against any party in interest, any school representative, any member of the Federation or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a representative of the Federation or a person of his/her own choosing, except that no officer of a rival organization may serve in such capacity.
3. The Federation shall have the right to initiate a grievance if it is a grievance affecting ten or more members of the unit or if said grievance pertains to organizational rights as the exclusive bargaining unit.

E. MISCELLANEOUS

1. The filing or pendency of any grievance under the provisions of this article shall in no way operate to interfere with the right of the Board to continue the action complained of.
2. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance

However, as part of the regular work year all unit members hired after 7/1/05 shall be required to attend up to two (2) days of orientation without pay, if scheduled by the District. These days shall be scheduled prior to the start of school and shall be for the first employment year only.

2. All unit members shall be assigned work hours not to exceed those of the teachers with whom the individual unit members work, inclusive of lunch periods. Assistants shall receive a 15 minute break in the morning and a 15 minute break in the afternoon.
and having it adjusted without representation by the Federation if the adjustment is not inconsistent with the terms of this Agreement.
3. If a unit member elects to pursue any legal or statutory remedy for any alleged breach of this Agreement or of his/her there under, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of this article.
4. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
5. All documents, communications and records dealing with the procession of a grievance will be filed separately from the personnel files of the participants.
6. Forms for processing grievances will be jointly prepared by the Superintendent and the Federation and given appropriate distribution so as to facilitate operation of the grievance procedure.
7. The Federation agrees that it will not bring, support, or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator; and the Board agrees that will apply to all similar situations the decision of an arbitrator sustaining a grievance.
8. In the course of investigation of any grievance, representatives of the Federation will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.
9. Every reasonable effort will be made by all parties to avoid interruption of classroom activities and to avoid involvement of students in all phases of the grievance procedure.
10. It will be the practice of parties in interest to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Federation and the Board hold proceedings during regular working hours, the grievant and the appropriate Federation representative will be released from assigned duties without loss of salary.
11. Administrative personnel specified in the grievance procedure may designate representatives to act for them at any stage of this procedure; except that no person shall be designated as representative if such person has ruled on the same grievance at an earlier stage.
12. The time limits specified in any step of this procedure may be extended in any specific instance only by mutual agreement in writing by the Superintendent and the President of the Federation.

**ARTICLE VI
UNION RIGHTS**

A. DUES DEDUCTIONS

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

B. MEETINGS

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

C. LABOR MANAGEMENT RELATIONS MEETINGS

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

D. BULLETIN BOARDS

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

E. SENIORITY LIST

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

F. CALENDAR COMMITTEE

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

**ARTICLE VII
DURATION**

A. DURATION OF AGREEMENT

This Agreement and each of its provisions shall be effective as of July 1, 2004 and shall continue in full force and effect until June 30, 2007 except as otherwise herein provided in this Agreement. It is agreed that the negotiations will not be reopened during the term of this Agreement except as herein provided. Any District policies unaltered and unchanged by the language of this Agreement shall remain in force, and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this Agreement.

B. LEGISLATIVE CLAUSE

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

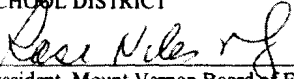
C. DISTRIBUTION OF THE AGREEMENT

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

D. SIGNATURES

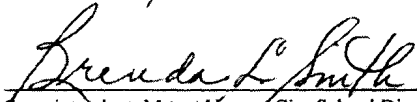
THE MOUNT VERNON CITY SCHOOL DISTRICT AND THE MOUNT VERNON FEDERATION OF TEACHERS HAVE RATIFIED THE ABOVE AGREEMENT AND SUCH RATIFICATION IS VERIFIED BY THE SIGNATURES APPEARING BELOW.

MOUNT VERNON CENTRAL
SCHOOL DISTRICT



President, Mount Vernon Board of Education

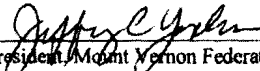
Dated: 5/2/05



Superintendent, Mount Vernon City School District

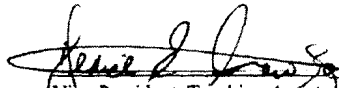
Dated: 5/2/05

MOUNT VERNON FEDERATION
OF TEACHERS



President, Mount Vernon Federation
Of Teachers

Dated: 5/2/05



Vice-President, Teaching Assistants

Dated: 5/2/05

APPENDIX I
Teacher Aide Salary Schedule

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

Teaching Assistant Salary Schedule
July 1, 2004 (First Half)

	LANE 1	LANE 2	LANE 3
	< 6 Credits	6 Credits	18 Credits
<u>STEP</u>			
1	\$18,114	\$18,964	\$19,914
2	\$19,103	\$19,953	\$20,903
3	\$20,100	\$20,950	\$21,900
4	\$21,095	\$21,945	\$22,895
5	\$22,085	\$22,935	\$23,885
6	\$23,080	\$23,930	\$24,880
7	\$24,082	\$24,932	\$25,882
8	\$25,068	\$25,918	\$26,868
9	\$26,065	\$26,915	\$27,865

Teaching Assistant Salary Schedule
February 1, 2005 (Second Half)

	LANE 1	LANE 2	LANE 3
	< 6 Credits	6 Credits	18 Credits
<u>STEP</u>			
1	\$18,477	\$19,344	\$20,313
2	\$19,486	\$20,353	\$21,322
3	\$20,502	\$21,369	\$22,338
4	\$21,517	\$22,384	\$23,353
5	\$22,527	\$23,394	\$24,363
6	\$23,542	\$24,409	\$25,378
7	\$24,564	\$25,431	\$26,400
8	\$25,570	\$26,437	\$27,406
9	\$26,587	\$27,454	\$28,423

APPENDIX I (continued)

**Teaching Assistant Salary Schedule
July 1, 2005 (First Half)**

	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5
	< 6 Credits	6 Credits	18 Credits	30 Credits	48 Credits
STEP					
1	\$18,847	\$19,731	\$20,720	\$21,968	\$23,841
2	\$19,876	\$20,761	\$21,749	\$22,997	\$24,870
3	\$20,913	\$21,797	\$22,785	\$24,034	\$25,906
4	\$21,948	\$22,832	\$23,821	\$25,069	\$26,942
5	\$22,978	\$23,862	\$24,851	\$26,099	\$27,972
6	\$24,013	\$24,898	\$25,886	\$27,135	\$29,007
7	\$25,056	\$25,940	\$26,928	\$28,177	\$30,050
8	\$26,082	\$26,966	\$27,955	\$29,203	\$31,076
9	\$27,119	\$28,004	\$28,992	\$30,240	\$32,113

**Teaching Assistant Salary Schedule
February 1, 2006 (Second Half)**

	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5
	< 6 Credits	6 Credits	18 Credits	30 Credits	48 Credits
STEP					
1	\$19,224	\$20,126	\$21,135	\$22,408	\$24,318
2	\$20,274	\$21,177	\$22,184	\$23,457	\$25,368
3	\$21,332	\$22,233	\$23,241	\$24,515	\$26,425
4	\$22,387	\$23,289	\$24,298	\$25,571	\$27,481
5	\$23,438	\$24,340	\$25,349	\$26,621	\$28,532
6	\$24,494	\$25,396	\$26,404	\$27,678	\$29,588
7	\$25,558	\$26,459	\$27,467	\$28,741	\$30,651
8	\$26,604	\$27,506	\$28,515	\$29,788	\$31,698
9	\$27,662	\$28,565	\$29,572	\$30,845	\$32,756

**Teaching Assistant Salary Schedule
July 1, 2006 (First Half)**

	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5	LANE 6
	< 6 Credits	6 Credits	18 Credits	30 Credits	48 Credits	60 Credits
STEP						
1	\$19,609	\$20,529	\$21,558	\$22,857	\$24,805	\$26,103
2	\$20,680	\$21,601	\$22,628	\$23,927	\$25,876	\$27,175
3	\$21,759	\$22,678	\$23,706	\$25,006	\$26,954	\$28,253
4	\$22,835	\$23,755	\$24,784	\$26,083	\$28,031	\$29,330
5	\$23,907	\$24,827	\$25,856	\$27,154	\$29,103	\$30,402
6	\$24,984	\$25,904	\$26,933	\$28,232	\$30,180	\$31,480
7	\$26,070	\$26,989	\$28,017	\$29,316	\$31,265	\$32,563
8	\$27,137	\$28,057	\$29,086	\$30,384	\$32,332	\$33,631
9	\$28,216	\$29,137	\$30,164	\$31,462	\$33,412	\$34,711

Teaching Assistant Salary Schedule
February 1, 2007 (Second Half)

	LANE 1	LANE 2	LANE 3	LANE 4	LANE 5	LANE 6
	< 6 Credits	6 Credits	18 Credits	30 Credits	48 Credits	60 Credits
STEP						
1	\$20,002	\$20,940	\$21,990	\$23,315	\$25,302	\$26,626
2	\$21,094	\$22,034	\$23,081	\$24,406	\$26,394	\$27,719
3	\$22,195	\$23,132	\$24,181	\$25,507	\$27,494	\$28,819
4	\$23,292	\$24,231	\$25,280	\$26,605	\$28,592	\$29,917
5	\$24,386	\$25,324	\$26,374	\$27,698	\$29,686	\$31,011
6	\$25,484	\$26,423	\$27,472	\$28,797	\$30,784	\$32,110
7	\$26,592	\$27,529	\$28,578	\$29,903	\$31,891	\$33,215
8	\$27,680	\$28,619	\$29,668	\$30,992	\$32,979	\$34,304
9	\$28,781	\$29,720	\$30,768	\$32,092	\$34,081	\$35,406

Note: No more than one (1) lane change per year.

APPENDIX II

TEACHER AIDE PAY DATE SCHEDULE

SEPTEMBER	01	FEBRUARY	02
SEPTEMBER	15	FEBRUARY	16
SEPTEMBER	29	MARCH	02
OCTOBER	13	MARCH	16
OCTOBER	27	MARCH	30
NOVEMBER	10	APRIL	13
NOVEMBER	24	APRIL	22
DECEMBER	08	MAY	11
DECEMBER	22	MAY	25
JANUARY	05	JUNE	08
JANUARY	19	JUNE	22

A NEW LIST WILL BE DISTRIBUTED EACH SEPTEMBER OF THE CURRENT SCHOOL YEAR.

APPENDIX III

Mount Vernon Public Schools Mount Vernon, New York

TEACHING ASSISTANT EVALUATION

Name _____ School _____ Program _____
Date _____

I.	CLASSROOM RESPONSIBILITIES	Rating
	1. Knowledge and ability to communicate subject matter _____	
	2. Knowledge and creation of supportive materials and equipment _____	
	3. Effectiveness of presentation to small groups and individuals _____	
	4. Initiative in classroom _____	
	5. Effectiveness with individual student _____	
	6. Utilization of appropriate supplementary or enrichment matl. _____	
	7. Group, student, and program record keeping _____	
	8. Punctuality. Arrives at assigned classrooms on time _____	
	9. Begins lessons promptly _____	
	10. Knowledge of student strengths and weaknesses _____	
	SUBTOTAL _____	
II.	SUPERVISION OF CHILDREN	
	11. Effectiveness of control of children (individuals or small groups) _____	
	12. Responsiveness of children to Teaching Assistant _____	
	13. Attitude towards children during presentations and skill exercises _____	
	SUBTOTAL _____	
III.	PROFESSIONAL RELATIONSHIPS	
	14. To Principal, Director, Supervisor/Coordinator and Teacher _____	
	15. Cooperation and willingness to follow directions and suggestions relating to assigned program _____	
	16. Seeks assistance when problems arise _____	
	SUBTOTAL _____	
IV.	MISCELLANEOUS AND ADMINISTRATIVE RESPONSIBILITIES	
	17. Punctuality (School Time Schedule, A.M. & P.M.) _____	
	18. Attendance (Other than approved absences) _____	
	19. Adherence to school regulations and program design _____	
	20. Improved knowledge and skills in program _____	
	SUBTOTAL _____	
	TOTAL RATING _____	

APPENDIX III (continued)

USE NUMBERS FOR RATINGS:

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

TOTAL RATINGS SHALL BE DETERMINED AS FOLLOWS:

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

Below 70 reflects an unacceptable performance

ADDITIONAL COMMENTS:

Supervisor and/or Principal's Signature _____

Teaching Assistant Comment Or Response

Teaching Assistant Signature

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

Recommended for summer school work should the employee apply _____

NOTES