

AGREEMENT



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

TEACHER UNIT

JULY 1, 2013

TO

JUNE 30, 2016

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PREAMBLE

The Board of Education and the Mount Vernon Federation of Teachers recognize that they have a common responsibility beyond their collective bargaining relationship. The Board of Education and the Mount Vernon Federation of Teachers wish to declare their mutual intent to work together toward the achievement of educational excellence in the Mount Vernon School System. It is hoped that their joint efforts will contribute in significant measure to the advancement of public education in the City of Mount Vernon.

RECOGNITION

The Board has recognized the Mount Vernon Federation of Teachers as the exclusive bargaining representative of full-time and part-time professional personnel that require certification, homebound teachers, and attendance teachers, but excluding teaching assistants and any such personnel employed on a per diem basis, or who serve part or full-time in the administrative or supervisory capacity. In this Agreement, unless otherwise specified, “teacher” or “unit member” means any member of the bargaining unit. Summer and night school are recognized as represented by the Federation limited to benefits specifically designed as summer or night school.

**ARTICLE I
SALARIES & BENEFITS**

A. TEACHER SALARY

- 1. Increase the salary schedules set forth in Appendix II according to the following:

2013-14	0.5% (effective 9/1/13)
2014-15	0.5% (effective 9/1/14) 0.5% (effective 2/1/15)
2015-16	0.5% (effective 9/1/15) 0.5% (effective 2/1/16)

These percentage increases apply only to the salary schedules set forth in Appendix II. All other schedules and rates will remain unchanged. Further there shall be no retroactive monies paid for the 2013-14 school year.

- 2. All raises shall be plus step movement. Apply percentage increases to all applicable compensation matters listed in the contract except secondary guidance counselors and social workers stipends.
- 3. See Appendix I for Additional Compensation
See Appendix II for Teacher Salaries
See Appendix III for Coaching and Extra-Curricular Activity Stipends

Any new extracurricular or coaching positions which have been created by the Board since

July 1, 2007 and are still active as of May 31, 2012 shall be added to Appendix III.

4. Effective July 1, 2012, Step *1A* shall be added to the salary schedule. Said step shall be derived by adding one-half of the difference between Step *1* and *2* to existing Step *1* in order to create the new Step *1A*.

Effective July 1, 2014, Step *2A* shall be added to the salary schedule for unit members hired after 10/1/14. Said step shall be derived by adding one-half of the difference between Step *2* and *3* to existing Step *2* in order to create the new Step *2A*.

B. CLASSIFICATION OF TEACHERS

Class A - 1	4 years of preparation or less
Class A - 2	Bachelor's Degree plus 15 approved credits including 6 credits for certification
Class A - 3	Bachelor's Degree plus 30 approved credits including 6 credits for certification
Class A - 4	Master's Degree or BA plus 45 approved credits
Class A - 5	Master's Degree plus 15 approved credits or BA plus 60 approved credits
Class A - 6	Master's Degree plus 30 approved credits or BA plus 75 approved credits
Class A - 7	Master's Degree plus 45 approved credits or BA plus 90 approved credits
Class A - 8	Master's Degree plus 60 approved credits
Class A - 9	Earned Doctorate

1. No teacher may advance beyond five (5) steps of the BA Schedule, A-1, except for those already there. Lane A-1 + has been eliminated. Those who have received benefits on Lane A-1 + in previous years will continue to receive them.
2. In connection with the foregoing classification of teachers, the number of in-service credits which may be used for salary purposes has been set at a maximum of sixty (60) for purposes of reclassification by the District. Under the following conditions the combination of in-service and college courses taken in one ten month school year should not exceed six (6) hours per semester. Work taken in summer is not included in this rule. Effective July 1, 2008, six (6) of fifteen (15) credits must be college credits in order for a lane change. The above rule applies to people in full time teaching.
3.
 - a) A committee consisting of three (3) members of the Union and three (3) administrators designated by the District shall be created to review and recommend graduate courses for salary reclassification purposes. After the courses are completed, unit members shall submit a reclassification form to the Human Resources Department with official transcripts of the completed courses.
 - b) Teachers shall be eligible for reclassification only once per school year: October 15. In order for such reclassification to become effective, the reclassification forms and official transcripts must be submitted to the Office of Human Resources by October 1. If submitted after the October 1 deadline the teacher will be considered for reclassification effective October 15 of the school year following the school year of submission.
 - c) Effective July 1, 2014, subparagraph 3(b) shall be deleted and the following shall be applicable:

Teachers shall be eligible for reclassification twice per school year: October 16th and February 16th. In order for such reclassification to become effective, the reclassification forms and official transcripts must be submitted to the office of Human Resources by October 1st and February 1st respectively. Unit members shall only be eligible for reclassification as set forth above every two (2) years provided all other eligibility requirements are met. (i.e., 2 years from the date of their last reclassification).

C. PLACEMENT ON SALARY STEP

Any teacher employed on a regular full-time basis or before the beginning of the second semester, will be advanced one step on the salary schedule the following July 1. Teachers employed on or after the beginning of the second semester will advance one step on the salary schedule a year from the following July 1. February 1 shall be the beginning of the second semester.

However, for the 2014-15 school year, all step movements shall take effect on December 16, 2014. Notwithstanding the foregoing, teachers hired on or after February 1, 2015 shall be eligible for step movement on December 16, 2016. For the 2015-16 school year, all step movements shall take effect on December 16, 2015. Notwithstanding the foregoing, teachers hired on or after the February 1, 2016 shall be eligible for step movement on December 16, 2017.

D. TEACHERS' PAYCHECKS

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

E. COUNSELORS, PSYCHOLOGISTS AND SOCIAL WORKERS

1. Elementary guidance counselors and elementary social workers shall be paid according to classification of regular teachers, shall work the elementary school work day and receive no stipend. If requested to work a longer day, they shall be paid the hourly rate. If requested to work beyond the scheduled work year, they shall be paid at 1/200 of their salary for each day.
2. Secondary guidance counselors: According to classification of regular teachers, with additional requirements as follows:

- a) Secondary guidance counselors shall work seven (7) hours and thirty (30) minutes per day and receive a stipend of \$3,000 annually. If requested to work a longer day, they shall be paid the hourly rate. Such counselors shall also be scheduled for up to seven (7) night meetings for no more than three (3) hours each meeting.
 - b) Counselors shall be notified of five (5) night meeting dates in the Opening Bulletin and the remainder of the meetings with no less than thirty (30) days notice.
 - c) The scheduled work year shall include the teacher work year plus four (4) additional mandatory days. These four (4) days, two (2) days in the week after school ends and two (2) in the week before school starts, shall be for the purpose of student scheduling and other guidance related work. These days are to be paid at 1/200th of his/her salary and are to be scheduled in advance by the district prior to the close of school. Any work on remaining days above the four (4) mandatory days will be posted by building and distributed equitably to those counselors who respond to the posting. All of these days worked beyond the teacher work year shall also be compensated at 1/200th of his/her salary.
3. Secondary social workers shall work seven (7) hours and thirty (30) minutes per day and receive a stipend of \$2,000 annually. If requested to work a longer day, they shall be paid the hourly rate. If requested to work beyond the scheduled work year, they shall be paid at 1/200 of their salary for each day.
 4. School psychologists shall be on an index of 1.065 as applied to Teacher Salary and shall be placed on the salary schedule in accordance with previous practice. If requested to work a longer day, they shall be paid the hourly rate. If requested to work beyond the scheduled work year, they shall be paid at 1/200 of their salary for each day.
 5. A Student Services committee shall meet to discuss job duties and distribution of work load and to ensure adherence to State and Federal mandates. The foregoing shall also include speech pathologists and/or teachers.

F. EXTRA-CURRICULAR ACTIVITIES

Extra-curricular assignments for compensation over the regular schedule shall be voluntary (See Appendix III). Annual stipends shall be divided equally and paid on a quarterly basis.

G. LONGEVITY

1. Effective July 1, 2008, employees beginning their 20th year of service in the Mt. Vernon School District will receive an annual payment of \$1,500 in addition to their regular salary.
2. Effective July 1, 2008, employees beginning their 25th year of service in the Mt. Vernon School District will receive an annual payment of \$3,000 in addition to their regular salary.
3. If an employee is hired on or after February 1 of a given school year, that school year is not

counted towards years of service. If an employee is hired before February 1 of a given school year, that school year counts fully towards years of service. If an employee is on unpaid leave for more than ninety (90) school days in a given school year, then that school year does not count towards years of service. Longevity payments are made in equal installments in each paycheck of a given school year.

4. Effective July 1, 2012, upon completion of their 20th year of service in the Mt. Vernon School District, unit members will receive an annual payment of \$1,500 in addition to their regular salary. Effective July 1, 2012, upon completion of their 25th year of service in the Mt. Vernon School District, unit members will receive an annual payment of \$3,000 in addition to their regular salary.

Effective July 1, 2013, upon completion of their 30th year of service in the Mt. Vernon School District, unit members will receive an annual payment of \$4,500 in addition to their regular salary. For the 2013-14 school year, a lump sum retroactive payment shall be made to eligible unit members prior to September 1, 2014.

H. TAX SHELTERED ANNUITY

Teachers who desire to do so shall be given an opportunity to participate in a tax sheltered annuity program in accordance with procedures worked out between the Federation and the Business Office.

A joint committee of Union and District representatives shall meet to discuss and make a recommendation to the District with respect to expanding the tax sheltered annuity options.

I. PROTECTION OF TEACHERS AGAINST DAMAGE OR DESTRUCTION OF PROPERTY

1. A teacher shall not be held responsible for loss within the school of school property or children's property, provided such loss was not due to an intentional act of negligence on the part of the teacher, and that such loss occurred while acting in the discharge of the teacher's duties within the scope of his/her employment and/or under the direction of the District.
2. The District will reimburse teachers, in any amount not to exceed a total of \$100, in any school year, for loss or damage or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school, when the loss is not due to any intentional act or negligence on the teacher's part, to the extent that such loss is not covered by insurance. Any claims for reimbursement under this clause must be submitted to the principal in writing within seven (7) days after said loss occurred, and must set forth the circumstances in detail, the nature of the property, purchase price, extent of loss, evidence of value, and such other relevant data as the District may require.

J. PROTECTION OF THE TEACHER IN ASSAULT CASES

1. A teacher who has suffered an assault shall submit a completed report in writing immediately or within a reasonable time when the teacher is unable to submit an immediate report. Such assault must be suffered by teachers while acting in the discharge of their duties within the

scope of their employment and/or under the direction of the District. Such report will be submitted to the Superintendent through the principal or appropriate director and will include the time, place, personnel involved, witnesses, and other relevant information. The Superintendent shall acknowledge receipt of such report and shall notify the teacher of the action within five (5) days after the action was taken.

2. The Superintendent shall forward a copy of the assault report to the Federation President. Unit members will be given the right to have union representation at all student hearings. The union representative shall not have the right to actively participate in the hearing. The unit member and the Federation President will be notified immediately of any action taken by the District against the student. Transcripts and/or audio recordings of the hearing are prohibited by the teacher and/or the teacher representative.
3. The District agrees to provide an attorney to defend a teacher in any criminal or civil action or proceeding arising out of disciplinary action taken against a pupil of the District while in the discharge of his/her duties within the scope of his/her employment. Such counsel will advise the teacher of his/her legal rights in such cases.
4. In order for a teacher to invoke the foregoing, the original or a copy of any summons, complaint, process notice, demand or pleading served upon such teacher must be delivered to the Superintendent within ten (10) days after such service.
5. It is understood and agreed that the District is not required to provide an attorney to a teacher in civil or criminal actions initiated by a teacher, provided, however, that if the appropriate authorities will not process a criminal complaint initiated by a teacher arising out of a case of assault against a teacher, the District will provide an attorney to assist the teacher in prosecuting such complaint.

K. HOSPITALIZATION AND MEDICAL COVERAGE

1. The District will assume the cost of Hospitalization and Medical Coverage for the individual teacher and his/her family to the extent of the percentage of time the teacher is employed by the District. Such teachers shall have a choice of medical plans currently offered.
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.
3. Unit members shall contribute for health insurance under the following formula:

Individual coverage:

Effective July 1, 2012:	Unit members shall contribute 12% of the cost of the SWSCHP premium for health coverage under the SWSCHP health insurance plan or the HMO plan (or any successor HMO plan). Unit members with a base salary over \$100,000 according to the salary schedule shall contribute an additional \$225 over the above-referenced 12% premium contribution.
Effective July 1, 2014	Unit members shall contribute 13.5% of the cost of the SWSCHP premium for health coverage under the SWSCHP health insurance plan or the HMO plan (or any successor HMO plan). Unit members with a base salary over \$100,000 according to the salary schedule shall contribute an additional \$225 over the above-referenced 13.5% premium contribution.
Effective July 1, 2015	Unit members shall contribute 15% of the cost of the SWSCHP premium for health coverage under the SWSCHP health insurance plan or the HMO plan (or any successor HMO plan). Unit members with a base salary over \$100,000 according to the salary schedule shall contribute an additional \$225 over the above-referenced 15% premium contribution.

Family and Two-Person coverage:

Effective July 1, 2012:	Effective July 1, 2012: Unit members shall contribute 11% of the cost of the SWSCHP premium for health coverage under the SWSCHP health insurance plan or the HMO plan (or any successor HMO plan). Unit members with a base salary over \$100,000 according to the salary schedule shall contribute an additional \$275 over the 11% premium contribution.
Effective July 1, 2014	Unit members shall contribute 12.5% of the cost of the SWSCHP premium for health coverage under the SWSCHP health insurance plan or the HMO plan (or any successor HMO plan). Unit members with a base salary over \$100,000 according to the salary schedule shall contribute an additional \$275 over the above-referenced 12.5% premium contribution.
Effective July 1, 2015	Unit members shall contribute 14% of the cost of the SWSCHP premium for health coverage under the SWSCHP health insurance plan or the HMO plan (or any successor HMO plan). Unit members with a base salary over \$100,000 according to the salary schedule shall contribute an additional \$275 over the above-referenced 14% premium contribution.

Notwithstanding the foregoing, the premium contributions for the unit member's health insurance plans shall be based upon the SWSCHP premium rate.

4. Should the District change the health insurance plan from SWSCHP to a new health

insurance plan during the term of this Agreement, the above contributions will cease and the parties will renegotiate employee contributions. However, should the District change the HMO plan offered by the District at any time in the future, the above contribution rates shall remain in effect, unless said contribution rates are changed by mutual agreement of the parties. In the event the District changes HMO plans, HMO participants shall be provided the option to change coverage to SWSCHP (or any successor plan) or the new HMO plan.

5. New hires shall pay 25% of selected health plan premiums in the first year of employment, 15% in the second year and 10% in the third year of employment, but in no event less than the minimum amount paid by tenured teachers for the same coverage. Tenured teacher payments shall continue under the current arrangement. Premiums shall be certified by the administration.

Effective July 1, 2012, any new hire shall contribute 20% of the cost of the SWSCHP health insurance plan premium for health insurance coverage in the first year of employment. In the second year and thereafter, new hires shall contribute 15% of the cost of the SWSCHP health insurance plan premium for health insurance coverage. For the purposes of this provision, "new hires" shall be defined as any unit member whose initial date of employment with the District in a certificated position occurs on or after July 1, 2012.

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.

The parties herewith acknowledge that there were ninety-four (94) unit members who voluntarily waived their right to participate in the District health insurance plan. Effective July 1, 2014, the District shall increase the annual buy-out amount from \$1,000 to \$2,000 if by each August 31st an additional fifteen (15) unit members (total of 109 each year) voluntarily waive their right to participate in the District health insurance program. In the event less than an additional fifteen (15) unit members voluntarily waive health insurance the buy-out amount shall remain at \$1,000 and no additional payments shall be made to unit members who have waived health insurance coverage.

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

L. RETIREE HEALTH COVERAGE

1. The district shall pay health insurance premiums in the amount of 60% for individual coverage and 50% for family coverage for unit members retiring after November 30, 2007 who have completed fifteen (15) years of district service.
2. However, the district shall pay health insurance premiums in the amount of 60% for individual coverage and 50% for family coverage for a maximum of fifty (50) unit members who retire after June 30, 2007 who have completed at least ten (10) years of service. The benefit in this paragraph shall sunset when the maximum number of unit members who retire and receive this benefit has been reached. Thereafter, the benefits contained in *paragraph 1* shall continue.
3. Unit members who retire after July 1, 2008, and have one hundred eighty (180) or more sick leave and/or sick leave incentive days (Article II, D.) and submit an irrevocable letter of resignation for retirement purposes by January 15, and have served in the district for at least twenty (20) years shall have health insurance premiums paid by the district in the amounts of:

District Service	District Contribution for Individual Coverage	District Contribution for Family Coverage
At least 25 years	70%	60%
At least 20 years	65%	55%

4. Should a unit member not qualify for coverage in *paragraph 3* above, they will still receive health insurance coverage as outlined in *paragraphs 1* or *2* above.

M. WELFARE FUND BENEFITS

1. During the period of this Agreement, the District hereby agrees to contribute to the Federation at the rate of \$1,475 for each eligible employee to provide welfare benefits through a trust. All rebates shall accrue to the trust. The District shall allow the trustees to expand the purposes of the trust to allow the purchase of other group health and health related benefits.
2. However for the 2012-13 school year, the District shall not make any contribution to the welfare benefit fund and in the 2013-14 school year, the District shall only contribute \$1,250 for each eligible employee. For the 2014-15 and 2015-16 school years, District shall only contribute \$1,000 for each eligible member.

N. FLEXIBLE SPENDING PLAN

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

**ARTICLE II
LEAVES OF ABSENCE**

A. LONG-TERM LEAVE OF ABSENCE WITHOUT PAY

1. Tenured teachers shall be entitled to leave without pay for one school year after seven years of continuous service. Requests for a leave without pay must be submitted by March 1 in writing for the following school year. Such leave shall be available to not more than two percent of the bargaining unit at any given time, and shall not be available for the purpose of accepting other employment. A teacher granted leave under this section shall be returned to the same or substantially equivalent position if available.
2. Teachers shall not be eligible for a second such leave until they have completed seven (7) additional consecutive years after taking the first such leave.
3. Any teacher 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 employment with the District unless such delay is approved by the Board or unless the delay is due to extenuating circumstances. Teachers on long term leave may be required to provide written notice of their intent to return by March 1 of the school year in which leave is taken.

B. CHILD CARE LEAVE

Child Care leave shall be granted to regular full time teachers employed by the Board pursuant to the following procedures:

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

6. No leave shall exceed two (2) years. Effective May 31, 2012, this paragraph shall be deleted.
7. A childcare leave shall be given to any member of the bargaining unit; however, in no case shall such leaves be extended to both members of the family simultaneously.
8. Employees who are not using FMLA time during an unpaid childcare leave shall be responsible for their own health insurance premium costs.
9. The seven (7) years continuous service requirements for long-term leave without pay shall be waived in this case, but all other conditions for long-term leave of absence without pay shall be applicable.

C. SICK LEAVE

Regular full time teachers, whether now in the school system or hereafter entering same, shall be entitled to sick leave benefits at full pay as follows:

1. All teachers shall receive fifteen (15) sick days per school year. Three (3) of these days 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. However, unit members hired after October 1, 2004, shall receive twelve (12) sick days per year while a probationary employee and fifteen (15) sick days pro-rated upon attaining tenure. This does not pertain to those unit members who switch tenure areas.
2. All unused sick leave provided in paragraph 1 above shall accumulate to a maximum of one hundred eighty (180) working days.
3. Sick leave benefits shall be paid on the basis of the teacher's annual salary.
4. Teachers serving less than a full year shall be entitled to sick leave on a pro-rata basis.
5. If an absence is five (5) or more consecutive working days, application for leave of absence with pay by reason of personal illness shall be accompanied by a physician's certificate certifying the cause of absence. The Superintendent of Schools, or his/her authorized representative, may require such a certificate in connection with an absence due to personal illness of less than five consecutive working days. The Superintendent may also require additional certification in cases of prolonged absences.
6. If a teacher reports to school and becomes ill necessitating a return to home, absence for a half day will be recorded if the teacher is unable to resume teaching duties before 12 noon. Should a teacher become ill after 12 noon, credit for a full day's attendance will be given.
7. In the event schools are closed due to snow or other emergency and a teacher is on sick leave on the day prior to such school closing and the day after such school closing, the teacher 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 teacher.

D. SICK LEAVE INCENTIVE PROGRAM

1. All teachers must have a minimum of one hundred fifty (150) sick days accumulated to participate in the Incentive Program. Those teachers who use eight (8) or less sick days in one school year may sell the remaining number of days given that year back to the District at the rate of \$75 per day. At retirement, such money will be used by the District to pay for the teacher's share of health insurance and/or welfare fund contributions.
2. Employees in the Incentive Program who use more than eight (8) sick days in a school year, without medical documentation, will have their account deducted at \$75 per day for those days taken beyond eight (8). The District shall provide the employees with an annual accounting of days stored in the incentive program.
3. Unit members who submit an irrevocable letter of resignation for retirement purposes, and who meet the requirements of the Sick Leave Incentive Program above shall be entitled to sell back days. Unit members who submit letters by January 15 of his/her retirement year shall have the ability to sell back up to eighteen (18) days that were given in the final year (15 sick, 3 personal) and receive \$200 per day credit; unit members who submit letters by February 15 shall have the ability to sell back up to eighteen (18) said days and receive \$150 per day credit; unit members who submit letters by March 15 shall have the ability to sell back up to eighteen (18) said days and receive \$100 per day credit. Any credit received shall be used for health insurance and/or welfare fund payments in retirement.

The parties herewith acknowledge that retirees may participate in the Welfare Fund solely at their own expense or as provided above.

E. SICK BANK

1. Upon commencement of employment, the District shall deduct from each teacher one (1) day from that year's annual sick leave for Sick Leave Bank purposes. That reduction shall reduce the available Sick Leave of the individual teacher 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 (2) persons designated by the District and two (2) 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 teachers are eligible to receive time from the Sick Leave Bank. In the event of 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.
2. 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 that individual's annual and accumulated time.

3. At the time the Sick Bank days have been decreased to one hundred (100), the Bank shall be replenished in the same manner in which it was originally established.

F. BEREAVEMENT

1. A teacher 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 teacher.
2. A teacher 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: (1) mother-in-law; (2) father-in-law; (3) daughter-in-law; (4) son-in-law; (5) sister-in-law; (6) brother-in-law; or (7) a grandparent not residing in the household of the teacher except, however, that where a teacher is required to travel over one hundred (100) miles from Mount Vernon, the teacher shall be granted up to, but not more than two (2) days leave of absence with pay.
3. Absent extenuating circumstances, bereavement leave must commence within ten (10) calendar days of the death.

G. PERSONAL LEAVE

1. All full-time teachers 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 or the sick leave incentive program. Personal leave will be granted for matters of urgent personal business which can only be conducted within the regular school day.
2. 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;
 - Religious observance;
 - Sickness in family above the three days allowed.
3. All requests for such personal leave must be submitted by the teacher 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.

4. Any teacher desiring personal leave for two (2) 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. Personal leave days shall only be charged to the unit member when personal leave is taken on a day that school is in session.

H. OTHER EXCUSABLE ABSENCES WITHOUT LOSS OF PAY

A teacher shall be deemed excusable absent without any loss of pay in the event of the following:

1. Attendance in a court of law or before a duly constituted governmental administration tribunal in connection with business of the Board of Education.
2. Involuntary attendance in a court of law by subpoena or court order.
3. Extraordinary transportation delays occasioned by acts of God or by a "force majeure".
4. Military duty.
5. Conferring of Degree: A teacher may attend his/her graduation exercises without loss of pay for one day if a degree is conferred upon him/her.
6. Contagious or Infectious Disease in Family: Full pay should be allowed during the continuance of such forced absence due to quarantine.
7. Visiting Other Schools: With the approval of the Superintendent, a teacher may be absent for three (3) days in any school year for the purpose of visiting other schools for professional development and work-related purposes, without loss of pay. A written report of the work observed shall be sent to the Superintendent within ten (10) days after the visit.
8. A teacher 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 teacher shall be required to remit to the District an amount equal to any remuneration received for said jury services other than expense money.
9. Convention attendance: Leave of absence with pay, not to exceed a combined total of six (6) teachers' days shall be granted the Federation representatives in order to attend teacher conventions.

10. Extraordinary Leave: All unit members shall be provided with up to four (4) hours of paid leave per year to undertake screening for breast or prostate cancer. Such leave shall not be charged against any other leave provisions. Requests for Extraordinary Leave shall be completed in writing on an appropriate form. Upon completion of the visit, proof shall be submitted to the Assistant Superintendent of Human Resources.
11. Blood Donation Leave: All unit members shall be provided with up to three (3) hours of paid leave per year for the purpose of blood donation. Such leave shall not be charged against any other leave provisions. Requests for Blood Donation Leave shall be completed in writing on an appropriate form. Upon completion of the visit, proof shall be submitted to the Assistant Superintendent of Human Resources.

In connection with any absence pursuant to this Article, a teacher shall be required to submit a form to the Superintendent of Schools, prior to the absence or, in the case of an emergency, within twenty-four (24) hours after his/her return, which form shall be made available at the Office of the Principal of each school.

I. WORKERS' COMPENSATION

1. All full time employees accidentally injured sustaining occupational disease, as defined by the Workers' Compensation Law, who are absent from duty by reason thereof shall, pending the adjudication of their respective cases and while their disability renders them unable to perform the duties of their positions, be granted leave of absence with pay, during a fiscal year, as follows:
 - a) Teachers who sustain a direct physical student-related injury shall receive a maximum of thirty-five (35) days of pay. Teachers who sustain non-student related injuries shall receive a maximum of fifteen (15) days pay. There shall be no District payments for the same claim in future years.
 - b) The days referenced above (35 and 15) are a maximum amount to be taken for any single injury. If teachers use more than the above number of days, teachers shall have the right to use accumulated sick days and/or sick bank days or workers' compensation direct payment at the statutory prevailing rates.
2. When such employees have been awarded compensation by the Workers' Compensation Board for the period of their leave with pay, such compensation award shall be credited and paid over to the School District except that payment to the School District shall not be in excess of amounts received hereunder.
3. Notwithstanding that employees may receive the maximum leave of absence with pay because of such injury or occupational disease herein provided, they shall be entitled to their appropriate sick leave benefits for absence due to personal illness during the same fiscal year, provided, however, that no employee shall receive both injury benefits and sick leave benefits for the same period of disability.

4. A Workers' Compensation Committee comprised of equal number of members chosen by the District and the Union will meet to discuss the process by which Workers' Compensation cases will be handled by the District.

**ARTICLE III
GENERAL WORKING CONDITIONS**

A. SCHOOL YEAR

The work year shall be one hundred eighty-four (184) days (180 student contact and 4 Staff Development). However, as part of the regular work year all unit members hired after July 1, 2005 shall be required to attend up to two (2) days of orientation without pay, if scheduled by the District. These days shall be scheduled prior to the start of his/her first year of employment only. Staff development day programs shall be jointly planned by the Federation and administration. A joint committee of Federation and administration representatives shall agree on a school calendar.

B. TEACHERS' WORK DAY

1. Subject to *paragraphs 2-10* below, the workday for teachers shall be as follows:

Elementary Classroom Teachers (K-6)	6 hours 55 min
Elementary Guidance Counselors	6 hours 55 min
Elementary Social Workers	6 hours 55 min
Secondary Classroom Teachers (7-12)	7 hours 5 min
Secondary Guidance Counselors	7 hours 30 min
Secondary Social Workers	7 hours 30 min
Attendance Teachers	7 hours 30 min
Psychologists	7 hours 30 min

2. The Federation and the District recognize that teachers have responsibilities, such as assisting pupils or conferring with parents or administrative officials, which may require service beyond the typical work day as specified above.
3. Staff development days shall start no earlier than 8:30 a.m. and end no later than 3:15 p.m., and shall include a one (1) hour lunch period. A preparation period is not mandatory on such days.
4. The workday on test days, Regents days, emergencies or other unusual circumstances may be extended if necessary. Such extensions must be for good cause and not to evade the spirit of this Agreement. A good faith effort on the part of the administration to keep such instances to a minimum should be made.
5. Lunch time, preparation time, receiving time and time between pupil dismissal and teacher departures are included in *paragraph 1* above.
6. Attendance teachers and social workers who are required to make home visits outside the

work day above shall receive either compensatory time off the regular work day or compensation at their hourly rate.

7. For 2007-08, sign-in time for teachers at the Middle Schools and High Schools shall continue at the current times. Sign-out times for teachers shall be seven (7) hours and five (5) minutes later. Student reporting and dismissal times at the Middle Schools and High Schools shall remain at the current times.
8. For 2008-09, the parties will jointly agree by June 15, 2008 to any changes in teacher sign-in and sign-out times and student reporting and dismissal times. However, these schedule changes shall not result in any additional student contact time.
9. Sign-in for teachers at the elementary schools shall be 8:20 a.m. Students shall 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. Teachers shall sign-out at 3:10 p.m. The elementary day shall consist of seven (7) teaching periods, one (1) teacher directed preparation period, and a one (1) hour duty-free lunch period.
10. All teachers 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.

C. TEACHING CONDITIONS

1. No teacher shall be required to teach outside of his/her area or areas of certification except as set forth in the Commissioner's Regulations.
2. Where ability grouping is present in school, assignments of teachers to classes of gifted, bright, average and difficult subject classes will be made considering teacher preference and teacher preparation in his or her discipline.
3. Every effort shall be made to give the teacher the opportunity to teach at more than one level.
4. The administration shall strive to program secondary classroom teachers for not more than twenty-five (25) teaching and five (5) periods of building assignment or student supervision per week of five (5) working days in a thirty-five (35) period week excluding lunch.
5. Middle schools shall have a maximum of forty-two (42) minutes per-period with no extension of the current workday as described in Article III. B(1).
6. The programmed week in the secondary school shall consist of thirty-five (35) periods for an eight (8) period day or forty (40) periods for a nine (9) period day, exclusive of lunch. Classroom teachers may be assigned to building assignments or student supervision for the remainder of the thirty-five (35) period week for an eight (8) period day or forty (40) periods for a nine (9) period day consistent with the above paragraphs. The Mount Vernon High School schedule implemented for the 2011-12 school year shall be added as a schedule option for Mount Vernon High School and/or Thornton High School. Said schedule is

attached hereto as Appendix IV.

7. Every effort shall be made to schedule no more than three consecutive teaching assignments at the secondary level.
8. The number of different rooms in which assignments occur should be held to the absolute minimum.
9. The number of lesson preparations should be kept at the minimum consistent with the nature of the subject, the size of the department, the special offerings of the department and special requests of teachers, but in no event more than three (3) lesson preparations except for any teacher who has agreed to teach more than three (3).
10. A teacher who travels from building to building within the Mount Vernon City Schools shall not be assigned homeroom duty.
11. A teacher who travels between rooms within a single building in the Mount Vernon schools shall be known as a roving teacher. Every effort will be made to eliminate roving teachers from homeroom assignments.
12. Nothing in this Agreement shall be construed to prohibit the Board from changing the number and duration of periods and/or assigning a different number of periods to teachers, provided that such changes do not increase the total workday or the amount of actual teaching time, or decrease the preparation time provided by this Agreement. Minor or irregular differences in duration of periods, such as those due to assembly programs, shall not be a violation or an inequitable application of the terms of this Agreement.

D. EXTRA PERIOD COMPENSATION

Secondary classroom teachers assigned more than twenty-five (25) teaching periods per week on a regular basis shall have their total assignment adjusted as follows:

Middle and High School (35 periods excluding lunch)

26 teaching periods-minimum of 6 preparation periods

27 teaching periods-8 preparation periods

28 teaching periods-7 preparation periods, plus adjustment of total building assignment, such as no assignment to a homeroom

Middle and High School (40 periods excluding lunch)

26 teaching periods-minimum of 6 preparation periods

27 teaching periods-8 preparation periods

28 teaching periods-10 preparation periods

Vocational teachers may be programmed for up to thirty (30) teaching periods a week. No assignment to a homeroom shall be given to vocational teachers teaching twenty-nine (29) periods or more.

Teachers may volunteer to teach in excess of twenty-eight (28) periods per week, to a maximum of thirty (30). When scheduling does not permit total assignment adjustment per contractual language for Middle School and Senior High School, payment shall be as follows:

Periods 26 and 27 will be paid at a pro-rated contractual hourly rate.

Periods 28, 29 and 30 will be paid at 12.5% of the employee’s daily salary per period. The daily rate is 1/200th of the employee’s annual salary. The maximum rate is set at MA Step 15.

E. BLOCK SCHEDULING

1. There must be prior consultation and notice given to the MVFT before switching between the contractual period language, Option 1, Option 2, Option 3 and/or Option 4 (which is only applicable to Mandela High School). Should the District decide to implement block minute scheduling in the high schools rather than periods, one of the following options shall be utilized:

Option 1

- 1,075 minutes per week of student contact
- 215 minutes per week of preparation periods (no less than 43 minutes per day)
- 215 minutes per week of duty free lunch (no less than 43 minutes per day)
- 430 minutes per week of assigned duties

Option 2

- 1,204 minutes per week of student contact
- 387 minutes per week of preparation periods (no less than 43 minutes per day)
- 215 minutes per week of duty free lunch (no less than 43 minutes per day)
- 86 minutes per week of assigned duties
- 43 minutes per week of common planning

Prior to implementation, there shall be Union chosen representation on the high school scheduling committee. Every effort shall be made to schedule no more than 3 consecutive teaching periods (i.e. 129 minutes) at the secondary level.

Option 3 shall contain three (3) possible schedules: (for Mount Vernon High School only)

Minutes per week	Option 3A	3B	3C
Student Contact	975	1170 (includes tutorial)	1170
Prep	195	390	390
Lunch	195	195	195
Duty (building duty or common planning)	585	195	195
	No more than 117 consecutive student contact minutes.	No more than 117 consecutive student contact minutes.	<ul style="list-style-type: none"> • This option is only used for 3 double periods. • No more than 156 consecutive student contact minutes.

Conditions for Option 3: Tutorials shall be included as “student contact” and shall be defined

and implemented through a joint union/management committee; subbing for absent teachers is voluntary and shall be paid at the contractual hourly rate prorated; unit members shall receive no less than 39/mins. per day for lunch and 39 mins. per day prep time.

Option 4 (for Mandela High School only)

The Mandela High School schedule implemented for the 2012-13 school year shall be added as a fourth option. Said schedule is attached hereto as Appendix IV.

2. A Pilot Program Review Committee (PPRC) will be formed of an equal number of Administrators and MVFT appointed teachers. The committee will meet monthly to review the pilot schedule/program. On February 15 and May 15 the PPRC will make recommendations to the District Superintendent or his/her designee on the program effectiveness.
3. The positions of coaches, team leader or similar positions to be held by members of the bargaining unit shall be subject to contract language on “vacancies” and filled only with unit members who are recommended by the PPRC Compact Committee to the Superintendent.
4. During the pilot program, class size shall not exceed Board policy recommendations. The District shall make every effort to adhere to the SED recommendations that the ratio of resource or inclusion students to general ed students in a class shall not exceed the ratio of resource or inclusion students to general ed students in the District.

F. PREPARATION PERIODS

The District shall forebear during the term of this Agreement from assigning preparation periods outside of the student instructional day. All secondary classroom teachers shall be programmed for at least five (5) preparation periods per week of five working days. All elementary school teachers shall be accorded five (5) preparation periods per week on separate days, within the present instructional day. Preparation periods are intended to be taken inside the assigned building unless prior notice is given to the building principal/designee.

G. LIBRARY MEDIA SPECIALIST

1. The library media specialist in each elementary school shall have minimum of one (1) library media period per week, free of other assignments, for each twenty-five (25) teachers, or fraction thereof, to a maximum of five (5) media periods a week.
2. The library media specialist in each middle school and each secondary school shall have a minimum of one (1) library media period per week, free of other assignments, for each twenty (20) teachers, or fraction thereof. The exception to this being in those buildings where the library media specialist has been freed of all other assignments and devotes himself/herself entirely to audio-visual aids, as in the high school.
3. These assignments as library media specialist shall be made on a voluntary basis.

H. CAREER AND TECHNOLOGY EDUCATION (CTE) TEACHER

The administration shall strive to limit the class size to not more than twenty-four (24) students for CTE classes where students in excess of twenty-four (24) in a class may create a dangerous situation. The foregoing shall apply to the following classes: 1) Auto; 2) Metal; 3) Trades; 4) Food Preparation; 5) Cosmetology; 6) Home and Careers.

I. DUTY FREE LUNCH PERIOD

Except in emergencies, teachers shall have a duty free lunch period as follows:

- | | |
|----------------------|--|
| Secondary teachers | One (1) full period per day (duty free lunch period) operative in their school during the duration of this contract. |
| Elementary teachers: | One (1) hour per day. |

These provisions refer to the duration of the duty free lunch period, not to specific times at which it may be taken.

J. TEACHER ASSIGNMENTS

Teachers, other than newly appointed or substitute teachers, shall be notified of their grade level/class assignment for the ensuing school year by June 1 for elementary teachers and seven (7) days prior to the last day of school for Secondary teachers. Assignments shall not be made for punitive reasons and shall be made taking into consideration the following factors: a) teacher requests; b) teacher prior experience in the assignment; c) seniority in the district; d) area of certification. The principal will supply a copy of the master schedule in each building to the MVFT Building Representative.

K. VOLUNTARY AND INVOLUNTARY TRANSFERS

1. It is recognized that the transfer of teachers must be made in the context of the educational needs of the school system.
2. Teachers requesting transfers shall submit such requests in writing to the Superintendent by April 15 of the preceding school year.
3. Teachers with seniority in the school system will be given priority provided all other factors are equal.
4. Involuntary transfers shall not be made for punitive reasons.
5. Due to the proposed changes in the configuration of the District's schools, the District agrees that teacher transfers to and from grade levels shall not jeopardize the unit member's current tenure rights. The K-8 Restructuring Committee comprised of equal members chosen by the District and Union shall meet to discuss the impact of K-8 schools on staff.
6. In the event of a program modification, personnel so involved, shall be transferred to another position if (1) there is a position available; and (2) if the person is certified to assume the

new position.

7. Transfers shall remain consistent with existing state law.
8. The administration shall make a request for volunteers to transfer prior to involuntarily transferring any teacher.
9. If a transfer is necessary, teachers may list three priorities of buildings and/or grade levels to which they wish to be transferred.
10. Teachers' experience in elementary/middle/secondary education will be a "factor" considered when transferring teachers.
11. Effective July 1, 2013, should a teacher be involuntarily transferred due to a reduction in force (RIF) effective June 30th of a particular school year and the position that was eliminated which led to the involuntary transfer is restored to the building that the unit member had previously worked in (if applicable) prior to August 15, the teacher who was transferred will be given priority to return to the building first. The foregoing shall not be applicable to a reduction in force which occurs within the school year.

L. VACANCIES

All vacancies in positions caused by retirement, discharge, resignation or by the creation of a new position shall be filled pursuant to the following procedures:

1. Such vacancies shall be adequately and promptly publicized by the Superintendent, and a copy sent to the Federation as far in advance of the date of filling such vacancy as possible. In no case shall such vacancy be filled prior to a fifteen (15) day announcement of such opening except in emergency situations where said date of anticipated appointment shall be announced in the notice of vacancy.
2. The notice of vacancy shall clearly set forth the qualifications for the position.
3. Teachers who desire to apply for such vacancy shall file a written application with the Personnel Office within the time limit announced for such position.
4. All professional personnel shall be provided the opportunity prior to the close of the school each year to list their interests in positions which may become vacant during the summer months. Interested and certified personnel and the MVFT President shall be notified by first class mail.
5. Qualified applicants with seniority in the school system will be given priority provided all other factors are equal. Teachers from the local system shall be accorded priority over applicants from without the system; however, the Superintendent and Board shall not be precluded from selecting applicants from without the system when, in their judgment, the education needs of the local system will be better served by such selection.

6. All openings shall be posted.

M. CLASSROOM OBSERVATIONS/EVALUATION

1. Unit members shall be evaluated and observed pursuant to the procedures contained in the APPR. (Annual Professional Performance Review)
2. A joint committee of three (3) union appointed representatives and three (3) District appointed representatives shall annually meet to review a plan for an Annual Professional Performance Review, a Professional Development Plan and a Teacher Improvement Plan. The plan for performance review shall include valid and reliable assessment approaches such as classroom observation, videotape assessment, peer review, portfolio review, or other approaches identified by the committee. The committee shall also establish the criteria and procedures upon which the performance review is based.

N. PERSONNEL FILES

1. Teachers 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.
2. Complaints from outside or within the school system relative to a teacher's performance, actions, or character which are to be placed in the personnel file shall be called to the attention of the teacher and will not be considered privileged information.
3. Upon request of the administration, the teacher shall acknowledge that he/she has read materials in his/her file by affixing his/her signature on such materials. Such signature does not in any way indicate agreement with its contents.

O. FACULTY MEETINGS

1. Teachers may be required to attend up to the following number of meetings per school year outside of the regular school day:
 - Ten department and/or curriculum meetings.
 - Ten one-hour building meetings.
 - Three evening assignments. (except secondary guidance counselors).
2. Effective July 1, 2012, paragraph 1 above shall be deleted and the following shall be applicable:

Teachers may be required to attend up to the following number of meetings per school year outside of the regular school day:

 - a) Ten (10) one-hour faculty meetings held on a monthly basis unless the parties mutually agree otherwise.

- b) Ten (10) one-hour meetings for the purposes of: curriculum meetings, professional development and/or preparing required paperwork assigned by the District. In the event such paperwork is assigned, unit members shall be provided with reasonable notice in the absence of exigent circumstances.
- c) Three (3) evening assignments (i.e., “Meet and Greet” or parent conferences) of no longer than two (2) hours in duration and ending no later than 8:30 p.m. (except secondary guidance counselors).

With the exception of the three (3) meetings/assignments set forth in *sub-paragraph c* above, no more than two (2) meetings may be scheduled per month.

- 3. All meetings scheduled at the end of the regular school day shall commence within fifteen (15) minutes of the conclusion of the teacher’s applicable workday.

P. LESSON PLANS

- 1. The development of lesson plans by and for the use of a teacher is a professional responsibility vital to effective teaching. All teachers shall be responsible for providing lesson plans five (5) days in advance (i.e. every Friday) to meet their professional needs, which plans shall be used in event of an emergency by substitutes assigned to the class. The organization and format of the lesson plans is within the discretion of each teacher. Lesson aims and objectives must be included for each lesson. However, a principal or supervisor may suggest a particular format or organization for lesson plans.
- 2. Aims must be written out for each lesson in an easily identifiable area within the classroom.
- 3.
 - a) A Lesson Plan Committee comprised of equal number of members chosen by the District and Union will meet to discuss the alignment of lesson plans to the Common Core Curriculum along with teacher training and implementation roll out plan. The District will provide a multi-year technology roll-out plan for teachers to use District technology applications for instruction.
 - b) The District shall provide teachers with the appropriate training in the use of all state and federal mandated technology applications and any new technology introduced by the District during the term of this agreement. Training shall be scheduled during the regular work day. Provided such training has been implemented by the District all teachers shall be required to use:
 - i) All technology applications mandated by state and federal law during the term of this agreement; and
 - ii) Any new technology introduced by the District during the term of this agreement.
 - c) A Technology Committee shall be created comprised of teachers and administrators who shall meet to evaluate all technology related issues, including but not be limited to, the following:

- i) Communicating with parents and students;
 - ii) Grading;
 - iii) Issuing progress reports;
 - iv) Issuing assignments; and
 - v) Testing schedule.
- d) Teachers shall not be required to post copies of actual test questions either before or after tests are administered or post grades daily. All teachers must provide to the District, in electronic format, the individual grades. Teachers shall be provided with the appropriate technology to perform the above-referenced responsibilities. Teachers shall not be required to perform the same responsibility both manually and by way of the use of technology applications.
- e) This entire provision, subparagraph 3, shall sunset effective June 30, 2016.

Q. SUMMER AND NIGHT SCHOOL EMPLOYMENT

1.
 - a) Summer and night school positions shall be filled first by tenured teachers in the Mount Vernon System who are clearly qualified for the position.
 - b) Teachers in summer and night school programs shall be protected by seniority after three (3) years of satisfactory service, except where such teachers have received two (2) unfavorable evaluations pertaining to their summer or night school assignment. Such protection shall not apply in cases where there is a preponderance of evidence of unfitness to teach.
 - c) Seniority for employment purposes shall be by earliest date of service in the Mount Vernon School System provided that such teacher is certified in the subject to be taught in the summer or night school. No teacher employed in the summer or night school program as of the effective date of this Agreement shall be required to relinquish his position to another employee of the Mount Vernon School System due to the application of seniority as defined above.
 - e) No cancellation, termination, or suspension of employment due to lack of enrollment or decline of enrollment or unavailability of funds shall be grounds for grievance or claim of any kind against the Board.
2. Effective September 1, 2014, paragraph 1 shall be deleted and the following shall be applicable:
 - a) All applicants for any summer and/or night school position must be recommended by their current principal(s) from the building(s) they currently work in during the regular school day/year. (A Summer/Night School Recommendation Form shall be agreed to by the District and Union, however it shall be within the Principal's sole discretion to make said recommendation notwithstanding the contents of the form.) From these applicants who receive a recommendation from the building principal, summer and night school positions shall be filled first by tenured teachers currently employed in the Mount

Vernon System during the regular school day/year who are clearly qualified for the position (have the necessary certification).

- b) Of the recommended tenured applicants, those with three (3) years of satisfactory service in the summer/night program for which they are applying will be hired first, except where such teachers have received two (2) unsatisfactory evaluations from their summer/night supervisor pertaining to their summer/night school assignment. (Summer/Night School Evaluation Form shall be agreed to by the District and Union.)
- c) Should there be more recommended tenured applicants with 3 years of satisfactory service in the program for which they are applying than positions available, seniority in the school system shall be the determining factor.

R. COLLECTION OF MONEY

It is recognized by all concerned that, to the extent possible, the full time and energy of the classroom teacher should be devoted to his/her students and teaching.

S. SUPPLIES

Each principal within each individual school building shall appoint a supplies allocation committee of at least three (3) but not more than five (5) teachers in his/her school building, except in the high school when the committee shall be composed of all department heads. Each principal shall consult with such committee on the allocation of funds for materials and supplies within his or her individual school, provided, however, that the allocation so made must be within the amount of money provided for such school building for such purposes. A copy of the allocation report shall be sent to the MVFT President.

T. STUDENT TEACHER PLACEMENT

Placement of student teachers and interns with regular full time Mount Vernon teachers shall be on a voluntary basis. The assigned teacher shall receive any and all college credit allowed by the college which places the intern/student teacher.

U. GRADING OF PUPILS

The responsibility of grading pupils shall reside with the teacher. If the teacher is overruled, the teacher shall have the right to appeal to the Superintendent for final determination.

V. NOTICES OF FELLOWSHIPS, GRANTS, ETC.

Notice of receipt by the Superintendent's office of educational programs, fellowships, grants etc., funded by Federal and State projects, will be sent promptly to all principals for posting with a copy to the Federation President. Copies of the material will be duplicated when practicable.

W. DRESS CODE

The dress code for unit members shall be "business casual". Staff shall wear appropriate attire at all times. No mode of dress that distracts from or disrupts the classroom, school, or office decorum shall be considered "appropriate". Cut-off shorts, torn jeans, muscle shirts, blue jeans, t-shirts, jogging pants, sweat suits, and sweatshirts are examples of what shall be considered "inappropriate".

In recreational or social activity settings, dress down days, physical education classes, or activities that are part of the employee's job, the unit member may dress in an appropriate fashion.

X. MENTOR TEACHER

A joint union/district committee shall be formed to address Mentor Teacher state requirements and report its findings to the Superintendent for implementation. All newly employed teachers are expected to be placed in the MVCSD Mentor Program unless the teacher is granted a written waiver by the District's Mentor Committee.

ARTICLE IV UNION RIGHTS

A. VOLUNTARY DUES DEDUCTION

1. The District agrees to deduct Federation dues on a semi-monthly basis, upon receipt of a written authorization from a teacher authorizing such deduction or when required by applicable law and to transmit the monies deducted to the Federation. The Federation shall have the right to change the dues once a year upon fifteen (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 tenth of the month prior to the distribution of payroll from which the deductions are to be made.
2. The District shall monthly provide the Federation a list of all employees for whom dues have been checked off. Any teacher 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 dues unless prohibited by law.
3. 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.

4. The District shall not be responsible for the collection of dues other than as provided in this 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

1. Upon reasonable notice to the principal, the Federation's unit shall be permitted to meet within the school under circumstances which will not interfere with normal school operation. Federation officials may attend such meetings.
2. School Wide Meetings:
The Federation shall be granted an auditorium or a room for the purpose of holding a school-wide meeting upon appropriate prior notice.
3. Federation Monthly Meetings:
Federation representatives shall have the right to meet monthly with the Superintendent to discuss matters of teacher concern. The Federation building representatives shall have the right to meet monthly with the principal to discuss matters of mutual concern.
4. The fourth (4th) Wednesday of every month will be reserved for citywide Federation meetings, except in emergency situations.

C. MORE EFFECTIVE SCHOOLS

1. The District and the Federation agree upon the importance of special educational programs for children who are not achieving at a normal level. Because the Federation's More Effective Program and the District's program for such children have some features in common and because the District recognizes that teachers have an important role to play in this area, the District agrees that the nature, implementation, and evaluation of such programs are appropriate subjects for the regular monthly consultations between the Superintendent and the Federation. A committee shall be established consisting of an equal number of administrators and teachers designated by the union to recommend methods of improving academic performance in all schools.
2. An MVFT appointed committee (Student Management Committee) shall meet on a monthly basis with each building principal to establish policy and procedures to improve school discipline and behavior of students. A copy of the minutes and recommendations of the monthly meeting shall be forwarded to the MVFT President and the Superintendent.

D. BULLETIN BOARDS

Bulletin board space of approximately ten (10) square feet shall be reserved at an accessible place in each school for Federation use.

E. EMPLOYEE ORGANIZATION ACTIVITIES

1. Teachers shall not engage in employee organization activities during the time they are assigned to teaching or other duties.
2. The Federation shall have the right to use the mailboxes for distributions of material.
3. The Federation President shall be scheduled for no more than the first two (2) periods of assignment daily. Additionally, two (2) Federation representatives shall be scheduled for no more than the first three (3) periods of assignment in their buildings each day. The remainder of their school day shall be used for duties involving the responsibilities of the exclusive bargaining agent. The Federation President shall be required to notify the Superintendent, in writing, of their election and/or designation annually. The provisions of this Article shall not be applicable until such notification shall be made.
4. Copies of all Board of Education agendas and minutes will be sent to the Federation President in a timely fashion.

F. WORKING CONDITIONS/HEALTH & SAFETY COMMITTEE

1. A committee of the Federation and the Administration shall meet monthly with the Superintendent or district level designee to discuss and determine the priority of maintenance repairs to be made in District schools. No less than two persons from either side shall serve on this committee.
2. In addition, a building wellness committee, appointed by the MVFT President, shall meet monthly with the building administrator. A copy of the minutes and recommendations of the monthly meeting shall be forwarded to the MVFT President and the Superintendent.
3. The Wellness Committee and Building Administration shall work jointly to identify a room in each building which may be used exclusively for teachers and assistants.

G. LABOR MANAGEMENT RELATIONS COMMITTEE

1. A joint Labor Management Relations Committee shall be created and composed of three (3) persons designated by the Federation and three (3) members of the Administration. The committee shall meet regularly to discuss issues of mutual concern such as substitute policy, the assignment of extra duties, curriculum issues related to conditions of employment and other matters which arise in the administration of this Agreement. The committee shall meet as often as deemed necessary by its members. Recommendations of the committee shall be made to the Superintendent of Schools. The Superintendent and, where necessary, the Board of Education, shall have the power to implement or reject any recommendations. In the

event that recommendations are rejected, written notice of such rejection with reason shall be transmitted to the committee.

2. The issue of swipe card use for security reasons shall be referred to the Labor Management Relations Committee. Such joint committee shall be empowered to structure an action plan and refer the plan to the Superintendent.
3. The parties agree that a joint labor/management committee shall review the compensation and requirements of all stipend/extra-curricular/co-curricular positions and include the compensation for such positions in the collective bargaining agreement. Unit members who are appointed to stipend positions but are unable to complete the performance of the job due to long-term leave shall be paid pro-rata for the time worked in that position.

H. TEACHER CENTER COMMITTEE

A joint committee of Federation and District representatives shall be formed to discuss the formation and funding of a Mt. Vernon Teacher Center. The Committee shall report its findings to the Superintendent and Federation President by January of each year.

ARTICLE V RESIDUAL RIGHTS

A. FAIR PRACTICES

1. The Federation agrees to continue to admit teachers to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status and to represent equally all members of the voting unit without regard to membership or participation in, or association with the activities of, any employee organization.
2. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of any employee organization.

B. BOARD OF EDUCATION RIGHTS

1. There is reserved exclusively to the Board all responsibilities, powers, rights and authority vested in it by the laws and Constitution of New York and the United States, and by the Charter of the City of Mount Vernon.

2. It is agreed that the Board retains the right to supervise and manage the City School District of Mount Vernon and its professional staff, including (for example only) the right to establish and enforce rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with this Agreement. Such rights shall not be exercised in violation of the Matters Not Covered clause.

C. RESERVED RIGHTS

1. Despite references herein to the Board of Education, the Superintendent, and the Federation, as such, each reserves the right to act hereunder by committee, or designated representatives except where this Agreement specifically limits the right.
2. If any provisions of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect. Any substitute action shall be subject to appropriate consultation and negotiation.

D. NO STRIKE AGREEMENT

1. The Federation and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.
2. Therefore, the Federation agrees that it will not instigate, engage in, or support a strike, work stoppage, or other concerted refusal to work, on either a system-wide or lesser level, during the term of this agreement.

E. STAFFING BALANCING

All staff balancing on racial and ethnic grounds, mandated by the United States Department of Health, Education and Welfare shall be accomplished with due consideration to the seniority rights of individual teachers in individual schools and through a process of attrition and new hiring.

F. ALTERNATIVE DISCIPLINARY PROCEDURES

1. The District and the MVFT, in recognition of the time delays, expenses and inefficiency in the Section 3020-a Education Law due process hearing procedure, recognize a need for a more efficient type of disciplinary proceeding for minor discipline cases and agree upon the procedures set forth in this Article as an option available to members of the bargaining unit.
2. In cases where the employer seeks a discipline of less than three (3) months suspension without pay or a fine not to exceed \$5,000.00, if the matter is not settled before a finding of probable cause by the Board, the case shall proceed to a disciplinary arbitration before a single arbitrator, in lieu of Section 3020-a proceedings, at the unit member's option. Such option may be exercised by filing a written notice with the Superintendent within ten (10) calendar days following the receipt of the charge(s). If the unit member opts for Section 3020-a proceedings, the Board's probable cause finding shall be deemed for the purposes of

Section 3020-a and the requisite documents will then be forwarded to the State Education Department, including a Demand for Hearing document.

3. Whenever a bargaining unit member is being considered for disciplinary proceedings by the Superintendent pursuant to the requirements of Section 3020-a of the NYS Education Law, the following procedure shall be implemented before charges are brought to the Board for a finding of probable cause:
 - a) The Superintendent shall promptly conduct an investigation of such matter(s) or, in his/her discretion, secure counsel to do so.
 - b) During the investigation, where the charge(s) may be pursued, the Superintendent shall advise the unit member that an investigatory interview with possible disciplinary consequences will be conducted. The unit member shall be confronted by the Superintendent with substance of the charge(s) and be given an opportunity to respond to the same. At the time of such meeting with the Superintendent, the unit member shall have the right to be represented by a building representative or non-attorney union representative.
 - c) Following the meeting described in *sub-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 to 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.

G. MATTERS NOT COVERED

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board agrees that it will make no changes without consultation and negotiation with the Federation.

ARTICLE VI GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall mean a complaint by a unit member that there has been as to him/her a violation of inequitable application of any of the provisions of this contract or of adopted District policy pertaining to terms and conditions of employment, except that the term "grievance" shall not apply to any matter as to which (1) a method of review is prescribed by

law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law or (2) the Board of Education is without authority to act.

2. A "grievant" is the person or persons in the bargaining unit making the complaint, including summer and night school personnel, limited to the benefits specifically assigned to them.
3. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
4. The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus weekends or vacation days are excluded.

B. PURPOSE

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

C. PROCEDURE

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

LEVEL ONE

1. Any unit member may present a grievance in writing to the supervisor (for example, department chairman, principal, supervisor, or director) or the employee against whom the grievance exists and who has jurisdiction of the act or condition involved.
2. All grievances must be initiated within fifteen (15) days after the grievant knew or should have known of the act or condition which is the basis of the complaint. District notices posted on the union bulletin board in every school or distributed to every unit member, also sent by registered mail to the President of the Federation, shall be considered notice and full

knowledge to the Federation and all members of the bargaining unit. In the case of a continuing grievance, however, the time limitation shall be computed retroactively from the date of the initiation of the grievance. Thus, failure to grieve previously within the specified time limits shall not preclude initiation of a new grievance of a similar substance.

3. Information copies of the grievance shall be sent concurrently by the unit member to the principal of the school in which the unit member is serving, to the representative of the Federation, and to the Superintendent. The hearing on such grievance shall be held by the unit member's superior within ten (10) days of receipt of such written communication.
4. Within five (5) days after hearing of the grievance at the level specified above, the person hearing the grievance shall make his/her decision in writing and mail it to the grievant and to all parties in interest officially present at the hearing as well as the building principal (or unit director) and the Superintendent.
5. If the aggrieved unit member has instituted his/her grievance with a person subordinate to a principal, he/she may appeal the decision on such grievance to his/her principal. Such appeal shall be made in writing within ten (10) days from the date or receipt of the written decision rendered by the administrator to whom it was initially submitted. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect.
6. It shall also state the names of all persons officially present at the prior hearing, and such persons shall receive a copy of the appeal. A hearing on the appeal shall be held within ten (10) days of receipt of the appeal, and the principal shall render his/her decision within ten (10) days thereafter. At least five (5) days prior to the hearing on the appeal, the principal shall notify the persons present at the prior hearing of the time and place of the appeal.
7. In any situation in which a member of the bargaining unit does not serve directly under persons other than a principal or if the unit member's grievance is based upon an act or condition for which his/her building principal is responsible, the grievant shall submit his/her grievance to the principal of the building in which the act or condition occurred. Such grievance shall be presented in writing within ten (10) days following the act or condition which is the basis of the complaint. The hearing on such grievance shall be held by the principal within the ten (10) days of receipt of such written communication.
8. Within five (5) days after hearing of the grievance by the principal, he/she shall make his/her decision in writing and mail it to the grievant, all persons officially present at the hearing and the Superintendent.

LEVEL TWO

1. Within ten (10) days of receipt of the decision at Level One rendered by the principal, such decision may be appealed to the Superintendent.
2. Appeals to the Superintendent shall be heard by the Superintendent within fifteen (15) days of his/her receipt of the appeal. Written notice of the time and place of hearing shall be given five (5) days prior to the aggrieved employee, his/her representative if any, the

President of the Federation, and any administrator who has theretofore been involved in the grievance.

3. Within ten (10) days of hearing the appeal, the Superintendent of Schools shall communicate to the aggrieved employee and all other parties official reasons therefore. A copy of the decision shall be sent to the President of the Federation.

LEVEL THREE ARBITRATION

1. Any grievance dispute which is not resolved at the level of the Superintendent under the grievance procedures herein may be submitted by the Federation to an arbitrator for decision.
2. A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent of Schools under the grievance procedure except in cases where, upon expiration of the time limit for decision, the aggrieved employee or the Federation filed notice with the Superintendent of intention to submit the grievance to arbitration and no decision was issued by the Superintendent within fifteen (15) days after receipt of such notice. No grievance may be submitted to arbitration by an individual unless the Federation has had an opportunity to determine whether it will defend the grievance or allow an individual to bring it to arbitration on his/her own.
3. The proceedings shall be initiated by filing a notice of arbitration with one of the permanent arbitrators. Such filing shall be in rotation. In the event the permanent arbitrators are unable to hear a case by reason of resignation or disability the demand for arbitration shall be filed with the American Arbitration Association. The notice shall be filed within ten (10) days after receipt of the decision of the Superintendent of Schools under the grievance procedure, or where no decision has been used in the circumstances described above, three (3) days following the expiration of the fifteen (15) day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the provisions of the Agreement or Board policy involved.
4. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Federation will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, a request may be made to the American Arbitration Association for an arbitrator by either party.
5. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the arbitrator is selected except that neither the Board nor the Federation nor any grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.
6. The arbitrator shall limit his/her decision to the application and interpretation of this Agreement, and to any remedy, if appropriate, which is not inconsistent with this Agreement and is not contrary to law.

7. However, he/she shall be without power and authority to make decisions or recommendations:
 - a) 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.
 - b) 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.
 - c) Limiting or interfering in any way with the powers, duties and responsibilities of the applicable law, and rules and regulations having the force and effects of law.
8. The decision of the arbitrator shall be rendered to the Board and to the Federation and shall be binding on both parties. The Federation agrees that the final decision of the arbitrator ruling on the substance of any question shall be binding on it and the Federation shall support no further appeal beyond such decision.

SPECIAL PROCEDURES

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

D. RIGHTS OF UNIT MEMBERS TO REPRESENTATION UNDER GRIEVANCE PROCEDURE

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

E. MISCELLANEOUS

1. The filing or pendency of any grievance under the provisions of this article shall in no way operate to interfere with the right of the Board to continue the action complained of.
2. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without representation by the Federation if the adjustment is not inconsistent with the terms of this Agreement.
3. If a unit member elects to pursue any legal or statutory remedy for any alleged breach of this Agreement or of his/her there under, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of this article.
4. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
5. All documents, communications and records dealing with the procession of a grievance will be filed separately from the personnel files of the participants.
6. Forms for processing grievances will be jointly prepared by the Superintendent and the Federation and given appropriate distribution so as to facilitate operation of the grievance procedure.
7. The Federation agrees that it will not bring, support, or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator; and the Board agrees that will apply to all similar situations the decision of an arbitrator sustaining a grievance.
8. In the course of investigation of any grievance, representatives of the Federation will report

to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.

9. Every reasonable effort will be made by all parties to avoid interruption of classroom activities and to avoid involvement of students in all phases of the grievance procedure.
10. It will be the practice of parties in interest to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Federation and the Board hold proceedings during regular working hours, the grievant and the appropriate Federation representative will be released from assigned duties without loss of salary.
11. Administrative personnel specified in the grievance procedure may designate representatives to act for them at any stage of this procedure; except that no person shall be designated as representative if such person has ruled on the same grievance at an earlier stage.
12. The time limits specified in any step of this procedure may be extended in any specific instance only by mutual agreement in writing by the Superintendent and the President of the Federation.

ARTICLE VII DURATION

A. DURATION OF AGREEMENT

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

B. LEGISLATIVE CLAUSE

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

C. DISTRIBUTION OF THE AGREEMENT

All teachers or other personnel 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: 9/9/15



SUPERINTENDENT, MOUNT VERNON CITY SCHOOL DISTRICT

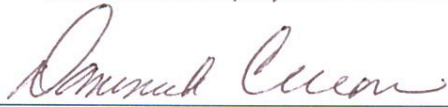
Dated: 9/10/15

MOUNT VERNON FEDERATION OF TEACHERS



PRESIDENT, MOUNT VERNON FEDERATION OF TEACHERS

Dated: 9/1/15



VICE-PRESIDENT, MOUNT VERNON FEDERATION OF TEACHERS

Dated: 9/1/15

**APPENDIX I
ADDITIONAL COMPENSATION**

A. CURRICULUM COMMITTEE CHAIRPERSON SECONDARY SCHOOLS

Upon the recommendation of the Superintendent of Schools, when deemed advisable, citywide curriculum chairperson shall be appointed annually by the Board of Education. Such appointments shall carry \$250 compensation in addition to the regular salary.

B. WORKSHOP PAY

Employees who volunteer to attend workshops outside of the contractual school day and school year shall be compensated at ½ their hourly contractual rate.

C. SUMMER SCHOOL, NIGHT SCHOOL, ADULT EDUCATION, AFTER-SCHOOL TUTORIAL, HOMEBOUND INSTRUCTIONAL STAFF, AND OTHER INSTRUCTIONAL HOURLY SCHOOL TEACHERS

1. Unit members who are on sick leave during the school day will not be allowed to work on that day in any after-school, evening, or homebound program.
2. Rate of pay shall be as follows:

2008-09	\$41.22
Effective 9/1/12	\$41.63

D. COACHING

The parties hereby agree that all female coaching stipends shall be equivalent in pay to those of male coaches based upon actual time devoted to such activity. The Superintendent of Schools is authorized to assign teachers on an annual basis, in addition to their regularly assigned full-time teacher program, at the salary rate as indicated for such service.

E. AUTOMOBILE ALLOWANCE

Members of the teaching staff, when required by the Board of Education to furnish and use their own automobile in the performance of their duties, and upon certification of the Superintendent of Schools, shall be paid an additional amount of salary as follows:

Attendance Teacher & Supervisor	\$60.00 per month
Others	\$50.00 per month

In addition to the foregoing, such personnel shall be reimbursed at the current IRS rate for all necessary travel outside the City of Mount Vernon.

**APPENDIX II
TEACHER'S SALARY SCHEDULES**

2013-14 Shool Year										
	<u>A1</u>	<u>A1 + 1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>	<u>A5</u>	<u>A6</u>	<u>A7</u>	<u>A8</u>	<u>A9</u>
STEP	BA	BA + 6	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60	PHD
1	52,970	52,313	53,525	56,529	60,136	61,942	63,752	65,553	67,346	69,015
1A	54,750	54,724	55,934	58,935	62,543	64,346	66,154	67,956	69,753	71,422
2	56,529	57,135	58,343	61,341	64,950	66,750	68,556	70,358	72,160	73,829
3	58,936	59,541	60,735	63,752	67,346	69,154	70,968	72,772	74,571	76,239
4	61,341	61,942	63,146	66,158	69,765	71,553	73,365	75,179	76,978	78,646
5	64,049	64,650	65,856	68,862	72,473	74,270	76,070	77,874	79,682	81,350
6	67,059	67,650	68,862	71,863	75,477	77,275	79,077	80,889	82,687	84,355
7	70,056	70,656	71,863	74,862	78,486	80,287	82,085	83,894	85,701	87,369
8	73,065	73,668	74,862	77,874	81,490	83,287	85,103	86,894	88,706	90,375
9	76,376	76,978	78,180	81,185	84,790	86,604	88,402	90,204	92,007	93,675
10	79,682	80,287	81,490	84,494	88,095	89,905	91,700	93,518	95,318	96,986
11	82,992	83,588	84,790	87,809	91,410	93,208	95,017	96,825	98,621	100,567
12	88,195	88,788	89,994	91,410	95,017	96,825	98,621	100,420	102,233	104,179
13				95,615	99,225	101,029	102,840	104,640	106,437	108,383
14				99,220	102,679	104,420	106,147	107,879	109,613	111,560
15				103,229	106,828	108,639	110,436	112,239	114,042	115,987
16						109,453	111,540	113,640	116,324	118,270
17							112,657	115,061	118,651	120,596
18								116,499	121,023	122,970
19									123,444	125,390
20										125,668

Salary Schedule Effective September 1, 2013

0.5% (No retro payments)

	<u>A1</u>	<u>A1 + 1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>	<u>A5</u>	<u>A6</u>	<u>A7</u>	<u>A8</u>	<u>A9</u>
STEP	BA	BA + 6	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60	PHD
1	53,235	52,575	53,793	56,812	60,437	62,252	64,071	65,881	67,683	69,360
1A	55,024	54,998	56,214	59,230	62,856	64,668	66,485	68,296	70,102	71,779
2	56,812	57,421	58,635	61,648	65,275	67,084	68,899	70,710	72,521	74,198
3	59,231	59,839	61,039	64,071	67,683	69,500	71,323	73,136	74,944	76,620
4	61,648	62,252	63,462	66,489	70,114	71,911	73,732	75,555	77,363	79,039
5	64,369	64,973	66,185	69,206	72,835	74,641	76,450	78,263	80,080	81,757
6	67,394	67,988	69,206	72,222	75,854	77,661	79,472	81,293	83,100	84,777
7	70,406	71,009	72,222	75,236	78,878	80,688	82,495	84,313	86,130	87,806
8	73,430	74,036	75,236	78,263	81,897	83,703	85,529	87,328	89,150	90,827
9	76,758	77,363	78,571	81,591	85,214	87,037	88,844	90,655	92,467	94,143
10	80,080	80,688	81,897	84,916	88,535	90,355	92,159	93,986	95,795	97,471
11	83,407	84,006	85,214	88,248	91,867	93,674	95,492	97,309	99,114	101,070
12	88,636	89,232	90,444	91,867	95,492	97,309	99,114	100,922	102,744	104,700
13				96,093	99,721	101,534	103,354	105,163	106,969	108,925
14				99,716	103,192	104,942	106,678	108,418	110,161	112,118
15				103,745	107,362	109,182	110,988	112,800	114,612	116,567
16						110,000	112,098	114,208	116,906	118,861
17							113,220	115,636	119,244	121,199
18								117,081	121,628	123,585
19									124,061	126,017
20										126,296

2014-15 Shool Year

Salary Schedule Effective September 1, 2014

<i>0.5%</i>										
	<u>A1</u>	<u>A1 + 1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>	<u>A5</u>	<u>A6</u>	<u>A7</u>	<u>A8</u>	<u>A9</u>
STEP	BA	BA + 6	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60	PHD
1	53,501	52,838	54,062	57,096	60,739	62,563	64,391	66,210	68,021	69,707
1A	55,299	55,273	56,495	59,526	63,170	64,991	66,817	68,637	70,453	72,138
2	57,096	57,708	58,928	61,956	65,601	67,419	69,243	71,064	72,884	74,569
2A	58,312	58,923	60,136	63,174	66,811	68,634	70,462	72,283	74,102	75,786
3	59,527	60,138	61,344	64,391	68,021	69,848	71,680	73,502	75,319	77,003
4	61,956	62,563	63,779	66,821	70,465	72,271	74,101	75,933	77,750	79,434
5	64,691	65,298	66,516	69,552	73,199	75,014	76,832	78,654	80,480	82,166
6	67,731	68,328	69,552	72,583	76,233	78,049	79,869	81,699	83,516	85,201
7	70,758	71,364	72,583	75,612	79,272	81,091	82,907	84,735	86,561	88,245
8	73,797	74,406	75,612	78,654	82,306	84,122	85,957	87,765	89,596	91,281
9	77,142	77,750	78,964	81,999	85,640	87,472	89,288	91,108	92,929	94,614
10	80,480	81,091	82,306	85,341	88,978	90,807	92,620	94,456	96,274	97,958
11	83,824	84,426	85,640	88,689	92,326	94,142	95,969	97,796	99,610	101,575
12	89,079	89,678	90,896	92,326	95,969	97,796	99,610	101,427	103,258	105,224
13				96,573	100,220	102,042	103,871	105,689	107,504	109,470
14				100,215	103,708	105,467	107,211	108,960	110,712	112,679
15				104,264	107,899	109,728	111,543	113,364	115,185	117,150
16						110,550	112,658	114,779	117,491	119,455
17							113,786	116,214	119,840	121,805
18								117,666	122,236	124,203
19									124,681	126,647
20										126,927

Salary Schedule Effective Feburary 1, 2015

<i>0.5%</i>										
	<u>A1</u>	<u>A1 + 1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>	<u>A5</u>	<u>A6</u>	<u>A7</u>	<u>A8</u>	<u>A9</u>
STEP	BA	BA + 6	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60	PHD
1	53,769	53,102	54,332	57,381	61,043	62,876	64,713	66,541	68,361	70,056
1A	55,575	55,549	56,777	59,824	63,486	65,316	67,151	68,980	70,805	72,499
2	57,381	57,997	59,223	62,266	65,929	67,756	69,589	71,419	73,248	74,942
2A	58,603	59,218	60,437	63,490	67,145	68,977	70,814	72,645	74,472	76,165
3	59,825	60,439	61,651	64,713	68,361	70,197	72,038	73,870	75,696	77,388
4	62,266	62,876	64,098	67,155	70,817	72,632	74,472	76,313	78,139	79,831
5	65,014	65,624	66,849	69,900	73,565	75,389	77,216	79,047	80,882	82,577
6	68,070	68,670	69,900	72,946	76,614	78,439	80,268	82,107	83,934	85,627
7	71,112	71,721	72,946	75,990	79,668	81,496	83,322	85,159	86,994	88,686
8	74,166	74,778	75,990	79,047	82,718	84,543	86,387	88,204	90,044	91,737
9	77,528	78,139	79,359	82,409	86,068	87,909	89,734	91,564	93,394	95,087
10	80,882	81,496	82,718	85,768	89,423	91,261	93,083	94,928	96,755	98,448
11	84,243	84,848	86,068	89,132	92,788	94,613	96,449	98,285	100,108	102,083
12	89,524	90,126	91,350	92,788	96,449	98,285	100,108	101,934	103,774	105,750
13				97,056	100,721	102,552	104,390	106,217	108,042	110,017
14				100,716	104,227	105,994	107,747	109,505	111,266	113,242
15				104,785	108,438	110,277	112,101	113,931	115,761	117,736
16						111,103	113,221	115,353	118,078	120,052
17							114,355	116,795	120,439	122,414
18								118,254	122,847	124,824
19									125,304	127,280
20										127,562

2015-16 Shool Year

Salary Schedule Effective September 1, 2015

0.5%										
	<u>A1</u>	<u>A1 + 1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>	<u>A5</u>	<u>A6</u>	<u>A7</u>	<u>A8</u>	<u>A9</u>
<u>STEP</u>	<u>BA</u>	<u>BA + 6</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>MA + 45</u>	<u>MA + 60</u>	<u>PHD</u>
1	54,038	53,368	54,604	57,668	61,348	63,190	65,037	66,874	68,703	70,406
1A	55,853	55,827	57,061	60,123	63,803	65,643	67,487	69,325	71,159	72,861
2	57,668	58,287	59,519	62,577	66,259	68,095	69,937	71,776	73,614	75,317
2A	58,896	59,514	60,739	63,807	67,481	69,322	71,168	73,008	74,844	76,546
3	60,124	60,741	61,959	65,037	68,703	70,548	72,398	74,239	76,074	77,775
4	62,577	63,190	64,418	67,491	71,171	72,995	74,844	76,695	78,530	80,230
5	65,339	65,952	67,183	70,250	73,933	75,766	77,602	79,442	81,286	82,990
6	68,410	69,013	70,250	73,311	76,997	78,831	80,669	82,518	84,354	86,055
7	71,468	72,080	73,311	76,370	80,066	81,903	83,739	85,585	87,429	89,129
8	74,537	75,152	76,370	79,442	83,132	84,966	86,819	88,645	90,494	92,196
9	77,916	78,530	79,756	82,821	86,498	88,349	90,183	92,022	93,861	95,562
10	81,286	81,903	83,132	86,197	89,870	91,717	93,548	95,403	97,239	98,940
11	84,664	85,272	86,498	89,578	93,252	95,086	96,931	98,776	100,609	102,593
12	89,972	90,577	91,807	93,252	96,931	98,776	100,609	102,444	104,293	106,279
13				97,541	101,225	103,065	104,912	106,748	108,582	110,567
14				101,220	104,748	106,524	108,286	110,053	111,822	113,808
15				105,309	108,980	110,828	112,662	114,501	116,340	118,325
16						111,659	113,787	115,930	118,668	120,652
17							114,927	117,379	121,041	123,026
18								118,845	123,461	125,448
19									125,931	127,916
20										128,200

Salary Schedule Effective February 1, 2016

0.5%										
	<u>A1</u>	<u>A1 + 1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>	<u>A5</u>	<u>A6</u>	<u>A7</u>	<u>A8</u>	<u>A9</u>
<u>STEP</u>	<u>BA</u>	<u>BA + 6</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>MA + 45</u>	<u>MA + 60</u>	<u>PHD</u>
1	54,308	53,635	54,877	57,956	61,655	63,506	65,362	67,208	69,047	70,758
1A	56,132	56,106	57,346	60,424	64,122	65,971	67,824	69,672	71,515	73,225
2	57,956	58,578	59,817	62,890	66,590	68,435	70,287	72,135	73,982	75,694
2A	59,191	59,812	61,043	64,126	67,819	69,668	71,524	73,373	75,218	76,929
3	60,425	61,045	62,269	65,362	69,047	70,901	72,760	74,610	76,454	78,164
4	62,890	63,506	64,740	67,828	71,527	73,360	75,218	77,078	78,923	80,631
5	65,666	66,282	67,519	70,601	74,303	76,145	77,990	79,839	81,692	83,405
6	68,752	69,358	70,601	73,678	77,382	79,225	81,072	82,931	84,776	86,485
7	71,825	72,440	73,678	76,752	80,466	82,313	84,158	86,013	87,866	89,575
8	74,910	75,528	76,752	79,839	83,548	85,391	87,253	89,088	90,946	92,657
9	78,306	78,923	80,155	83,235	86,930	88,791	90,634	92,482	94,330	96,040
10	81,692	82,313	83,548	86,628	90,319	92,176	94,016	95,880	97,725	99,435
11	85,087	85,698	86,930	90,026	93,718	95,561	97,416	99,270	101,112	103,106
12	90,422	91,030	92,266	93,718	97,416	99,270	101,112	102,956	104,814	106,810
13				98,029	101,731	103,580	105,437	107,282	109,125	111,120
14				101,726	105,272	107,057	108,827	110,603	112,381	114,377
15				105,836	109,525	111,382	113,225	115,074	116,922	118,917
16						112,217	114,356	116,510	119,261	121,255
17							115,502	117,966	121,646	123,641
18								119,439	124,078	126,075
19									126,561	128,556
20										128,841

APPENDIX III

Coaching Stipends					Extracurricular Stipends	
2013-2016					2013-2016	
Sport	Title	Step 1	Step 2	Step 3	Title	Pay
		(1-2 Years)	(3-4 Years)	(5 Years +)		
Baseball (Varsity)	Head Coach	\$ 5,223	\$ 5,332	\$ 5,862	Mentor Coordinator	\$ 3,000
	Assistant	\$ 2,997	\$ 3,300	\$ 3,659	Mentor Assistant Coordinator	\$ 2,000
Baseball (JV)	Head Coach	\$ 2,997	\$ 3,301	\$ 3,659	Student Activities Treasurer	\$ 2,500
Baseball (Modified)	Head Coach	\$ 2,659	\$ 2,929	\$ 3,223	FBLA Advisor	\$ 1,000
Basketball (Varsity)	Head Coach	\$ 5,941	\$ 6,536	\$ 7,193	Action Advisor	\$ 981
	Assistant	\$ 3,776	\$ 4,151	\$ 4,561	Yearbook Advisor	\$ 4,000
Basketball (JV)	Head Coach	\$ 3,776	\$ 4,151	\$ 4,561	Key Club Advisor	\$ 1,600
Basketball (Frosh)	Head Coach	\$ 3,776	\$ 4,151	\$ 4,561	Senior Class Advisor (H.S.)	\$ 2,500
Basketball (Modified)	Head Coach	\$ 3,034	\$ 3,338	\$ 3,669	Senior Class Advisor (Mandela)	\$ 2,000
Cheerleading (Varsity)	Head Coach	\$ 3,518	\$ 3,868	\$ 4,257	Parent Involvement Co-ordinator	\$ 2,000
Cheerleading (JV)	Head Coach	\$ 2,659	\$ 2,929	\$ 3,223	Lead Teacher	\$ 5,000
Cross Country	Head Coach	\$ 3,727	\$ 4,101	\$ 4,508	Hearing Officer	\$ 7,000
Cross Country (Modified)	Head Coach	\$ 3,323	\$ 3,660	\$ 4,024	Athletic Trainer (per season)	\$ 5,000
Football (Varsity)	Head Coach	\$ 6,928	\$ 7,615	\$ 8,380	Athletic Academic Counselor (per season)	\$ 2,000
	1st Assistant	\$ 5,300	\$ 5,825	\$ 6,407		
	Assistant	\$ 4,035	\$ 4,429	\$ 4,860		
Football (JV)	Head Coach	\$ 4,035	\$ 4,429	\$ 4,860		
	Assistant	\$ 3,401	\$ 3,757	\$ 4,148		
Football (Frosh)	Head Coach	\$ 4,035	\$ 4,429	\$ 4,860		
	Assistant	\$ 3,401	\$ 3,757	\$ 4,148		
Football (Modified)	Head Coach	\$ 3,549	\$ 3,904	\$ 4,296		
	Assistant	\$ 3,401	\$ 3,757	\$ 4,148		
Golf (Varsity)	Head Coach	\$ 4,279	\$ 4,705	\$ 5,176		
Softball (Varsity)	Head Coach	\$ 5,223	\$ 5,332	\$ 5,862		
	Assistant	\$ 2,689	\$ 2,997	\$ 3,296		
Softball (JV)	Head Coach	\$ 2,689	\$ 2,997	\$ 3,296		
Softball (Modified)	Head Coach	\$ 2,659	\$ 2,929	\$ 3,223		
Soccer (Varsity)	Head Coach	\$ 4,279	\$ 4,705	\$ 5,176		
	Assistant	\$ 2,706	\$ 2,978	\$ 3,273		
Soccer (JV)	Head Coach	\$ 2,706	\$ 2,978	\$ 3,273		
Swimming	Head Coach	\$ 5,741	\$ 6,227	\$ 6,763		
	Assistant	\$ 4,028	\$ 4,501	\$ 5,052		
Tennis (Varsity)	Head Coach	\$ 4,279	\$ 4,704	\$ 5,175		
Indoor Track (Varsity)	Head Coach	\$ 5,941	\$ 6,536	\$ 7,193		
	Assistant	\$ 3,571	\$ 3,925	\$ 4,321		
Indoor Track (Modified)	Head Coach	\$ 3,324	\$ 3,663	\$ 4,027		
Spring Track (Varsity)	Head Coach	\$ 5,546	\$ 6,098	\$ 6,707		
	Assistant	\$ 3,444	\$ 3,817	\$ 4,170		
Spring Track (Modified)	Head Coach	\$ 3,324	\$ 3,663	\$ 4,027		
Volleyball (Varsity)	Head Coach	\$ 4,279	\$ 4,704	\$ 5,175		
	Assistant	\$ 2,706	\$ 2,978	\$ 3,273		
Volleyball (JV)	Head Coach	\$ 2,706	\$ 2,978	\$ 3,273		
Volleyball (Modified)	Head Coach	\$ 2,659	\$ 2,929	\$ 3,223		
Wrestling	Head Coach	\$ 5,941	\$ 6,536	\$ 7,193		
	Assistant	\$ 3,568	\$ 3,922	\$ 4,317		

**APPENDIX IV
SCHEDULES**

**Mt. Vernon High School
Bell Schedule 2011-12**

PERIOD	START	END
1	7:50 A.M.	8:33 A.M.
2	8:36 A.M.	9:19 A.M.
3	9:22 A.M.	10:05 A.M.
HOME ROOM	10:05 A.M.	10:13 A.M.
4	10:16 A.M.	10:59 A.M.
5 (LUNCH)	11:02 A.M.	11:45 A.M.
6 (LUNCH)	11:48 A.M.	12:31 P.M.
7	12:34 P.M.	1:17 P.M.
8	1:20 P.M.	2:03 P.M.
9	2:06 P.M.	2:49 P.M.

**Nelson Mandela High School
Bell Schedule 2012-13**

PERIOD	START	END
<i>TEACHER SIGN-IN</i>	<i>7:45am</i>	
1 (COMMON PLANNING)	7:50 A.M.	8:25 A.M.
2	8:28 A.M.	9:45 A.M.
3	9:48 A.M.	11:05 A.M.
4 (LUNCH)	11:10 A.M.	12:05 P.M.
5	12:10 P.M.	1:27 P.M.
6	1:30 P.M.	2:47 P.M.
<i>TEACHER SIGN-OUT</i>	<i>2:50 P.M.</i>	

3 blocks, 77 minutes each; 3 passing minutes except for lunch
 Max Teaching periods – 3 blocks per day
 No more than 154 consecutive student contact minutes

MEMORANDUM OF AGREEMENT (TEACHER UNIT)

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

A. General

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

B. Contingencies

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

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

C. Terms- Teacher Contract

**Article I
Salary & Benefits**

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

A. 2016-17:

Effective 7/1/16, 1.25% applied to the salary schedules set forth in Appendix II only. A \$500 off-schedule, non-pensionable, non-recurring payment not added to base wages shall be made for those who have not separated from employment and are actively employed with the District as of the date of execution of this memorandum of agreement and for those who will have worked for the entire 2016-17 school year as of June 15, 2017. Said off schedule payment shall be made no later than June 15, 2017.

B. 2017-18:

Effective 7/1/17, an additional 1.5% applied to the salary schedules set forth in Appendix II only.

C. Retroactive Monies:

Retroactive monies for eligible unit members for the 2016-17 school year shall be paid no later than June 15, 2017 and shall be paid by separate check. The parties herewith acknowledge that the retroactive 1.25% increase for the 2016-17 school year shall be applied to the salary schedule beginning 9/1/16. The parties herewith further acknowledge that there shall be no retroactive payments for those who separated from employment with the District prior to the date of execution of this memorandum of agreement.

D. Prorated Payments

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

E. Stipends

Effective 7/1/17, 3.00% applied to the stipend schedule set forth in Appendix III only.

2. Revise COUNSELORS, PSYCHOLOGISTS AND SOCIAL WORKERS (Section E) as follows:

Effective July 1, 2017 speech pathologists and/or speech teachers shall be paid for additional summer work based upon an hourly rate derived from 1/200 of the unit member's applicable base salary. Said hourly rate shall be capped at the applicable base salary contained in Column MA+30, step 12 of the salary schedule.

3. Revise LONGEVITY (Section G.4) as follows: add:

Effective July 1, 2016, upon completion of their 30th year of service in the Mt. Vernon School District, unit members will receive an annual payment of \$6,000 (increase from \$4,500) in addition to their regular salary. For the 2016-2017 school year, a lump sum retroactive payment shall be made to eligible unit members on or before 6/15/17. Effective July 1, 2017, upon completion of their 25th year of service in the Mt. Vernon School District, unit members will receive an annual payment of \$3,500 (increase from \$3,000) in addition to their regular salary.

4. Revise HOSPITALIZATION AND MEDICAL COVERAGE (Section K.3) as follows: add:

All Individual coverages:

Effective July 1, 2017, add an additional 1.0% to the 15% of the cost of the SWSCHP or HMO health insurance plans for a total of 16%. Unit members with a base salary over \$100,000 according to the salary schedule shall contribute an additional \$225 over the above-referenced 16% premium contribution.

Notwithstanding the foregoing, the premium contributions for all health insurance plans shall be based upon the SWSCHP premium rate.

All Family and Two-Person coverages:

Effective July 1, 2017, add 1.0% to the current 14% of the cost of the SWSCHP or HMO health insurance plans for a total of 15%. Unit members with a base salary over \$100,000 according to the salary schedule shall contribute an additional \$275 over the above-referenced 15% premium contribution.

Notwithstanding the foregoing, the premium contributions for all health insurance plans shall be based upon the SWSCHP premium rate.

**5. Revise HOSPITALIZATION AND MEDICAL COVERAGE (Section K.4) as follows:
add:**

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

**6. Revise HOSPITALIZATION AND MEDICAL COVERAGE (Section K.6) as follows:
add:**

A. The parties herewith acknowledge that there were ninety-four (94) unit members who voluntarily waived their right to participate in the District health insurance plan. Effective in the 2014-2015 school year and thereafter, the District shall increase the annual buy-out amount from \$1000 to \$2000 if by each October 31st an additional sixteen (16) unit members (total of 110 each year) voluntarily waive their right to participate in the District health insurance program. In the event less than an additional sixteen (16) unit members voluntarily waive health insurance the buy-out amount shall remain at \$1,000 and no additional payments shall be made to unit members who have waived health insurance coverage.

B. Effective in the 2017-18 school year and thereafter, the District shall further increase the annual buy-out amount from \$2000 to \$3000 if by each October 31st an additional ten (10) unit members (total of 120 each year) voluntarily waive their right to participate in the District health insurance program. In the event less than one hundred and twenty (120) but one hundred and ten (110) or more unit members voluntarily waive health insurance the buy-out amount shall remain at \$2,000 and solely an additional \$1,000 payment (total \$2,000) shall be made to unit members who have waived health insurance coverage. In the event less than one hundred and ten (110) unit members voluntarily waive health insurance the buy-out amount shall remain at \$1,000 and no additional payments shall be made to unit members who have waived health insurance coverage.

7. Revise WELFARE FUND BENEFITS (Section M.3) as follows: add:

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

**Article II
Leaves of Absence**

8. Revise CHILD CARE LEAVE (Section B) as follows:

Insert provision requiring unit members to return to work for 1 full school year before they are eligible for another child care leave (subject to subparagraph 5).

9. Revise *SICK LEAVE (Section C) as follows:*

A. Illness for Less Than a Full Day

Delete subsection (6). Add: Effective with the date of execution of this MOA by the parties, unit members shall be assessed sick leave time in half day increments.

B. Sick/Personal Leave Incentive Program

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

C. Attendance Review Policy

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

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

Stage 1: culminates in a counseling letter.

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

Stage 3: The District may unilaterally impose the following penalty and/or penalties: a) a letter of reprimand; **and** b) require the unit member to submit a doctor's note to the District for every absence and/or provide the specific

reason for use of personal leave to the District for a defined period of time (up to 12 months).

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

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

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

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

10. Revise PERSONAL LEAVE (Section G) as follows:

Change 3 days' notice to 5 days' notice.

11. Revise WORKERS' COMPENSATION (Section I) as follows: add 5th paragraph:

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

**Article III
General Working Conditions**

12. Revise *TEACHER ASSIGNMENTS (Section J)* by deleting the first sentence and replacing it with the following:

Teachers, other than newly appointed or substitute teachers, shall be notified of their grade level/class assignment for the ensuing school year by June 1 for elementary teachers and seven (7) days prior to the last day of school for Secondary teachers unless unforeseen and/or emergency circumstances preclude the District from complying with said time limits. In such event the District will provide notice to teachers as soon as practicable but in no event later than the commencement of classes for the ensuing school year.

13. Delete *VOLUNTARY AND INVOLUNTARY TRANSFERS (Section K)* and replace with the following:

1. General Provisions Regarding Transfers

- a. It is recognized that transfers of teachers will be based upon the educational needs of the District as determined by the Superintendent of Schools. Said determination shall not be arbitrary and capricious.
- b. When a member is hired or transferred into a position covered by the Association, the Board shall, upon request, notify the Association in writing, giving name, address, position, rate of pay, and assignment.
- c. "Transfer" shall be defined as a reassignment to another school building within the District and shall not pertain to administrative reassignments for disciplinary and/or investigatory reasons.
- d. All transfers shall be made in accordance with state law.

2. Voluntary Transfers

- a. Teachers requesting transfers shall submit such requests in writing to the Superintendent by March 1st of the preceding year. Such requests shall include the teacher's top 3 requests, in order. Notice of whether requests for transfer will be honored shall be given to teachers as soon as practicable and, under normal circumstances, not later than June 1st for the following school year.
- b. Teachers' experience in elementary/middle/secondary education will be considered as a factor when transferring teachers on a voluntary basis.
- c. Subject to section 1(a) above, District-wide seniority will be given priority provided all other factors determined to be relevant by the

District are equal. Unit members shall have the right to ask what factors were considered by the District in rendering its determination.

3. Involuntary Transfers

- a. Involuntary transfers shall not be made for punitive reasons. The District will make an effort to transfer teachers to a comparable position.
- b. In the event involuntary transfers are necessary and no particular individuals have been identified by the District for transfer (in which event the following shall not apply) the following shall be applicable:
 - i) As stated in section 1(a) above the educational needs of the District shall take precedence over all other factors in the case of all transfers.
 - ii) Teachers' experience in elementary/middle/secondary education will be considered as a factor when transferring teachers on an involuntary basis
 - iii) Subject to section (a) above, District-wide seniority will be given priority provided all other factors determined to be relevant by the District are equal. Unit members shall have the right to ask what factors were considered by the District in rendering its determination.
- c. The administration shall review previous requests to transfer and, if the District determines that none of those who have submitted previous requests are suitable for the position(s), the District shall make another request for volunteers via email. Unit members shall have forty-eight (48) hours to respond to said request via email. If the District determines that none of those who have responded to said request are suitable for the position(s), the District have the discretion to involuntarily transfer in accordance with 3 (a) and (b) above.
- d. In the event involuntary transfers are necessary because a specific individual[s] has/have been identified by the District for transfer, that individual[s] to be transferred may request a meeting with the Superintendent to discuss the basis for the transfer. The District's determination shall be final and binding, but said determination shall not be arbitrary and capricious. The Superintendent may designate another District-wide administrator to conduct said meeting on his behalf.

4. Transfers Due To District Reconfiguration

- a. Notwithstanding Paragraphs 2 and 3 above, in the event involuntary transfers are necessary due to major programmatic changes requiring the wholesale transfer of staff such as the K-8 restructuring plan the following shall be applicable:
 - i) A committee shall be made up of equal numbers of members from the MVFT and Administration to facilitate a systematic approach to implementing the program change;
 - ii) Said committee shall meet within 30 days of written notice by the District of the need for such wholesale changes. Said committee shall be authorized to make a recommendation to the District as to the appropriate method for transferring said staff members.
- b. The Board agrees that transfers to and from the proposed Middle Schools (grades 7 and 8) and/or based upon the District's reconfiguration of its schools (grades k-8) will not jeopardize current unit member's tenure rights.
- c. In accordance with present practice, in the event of a program modification, personnel so involved shall be transferred to another position if (1) there is a position available, and (2) if the person is certified (to assume the new position).

5. Reduction in Force

Beginning in the 2013-2014 school year and thereafter, should a teacher be involuntarily transferred due to a reduction in force (RIF) effective June 30th of a particular school year and the position that was eliminated which led to the involuntary transfer is restored to the building that the unit member had previously worked in (if applicable) prior to August 15, the teacher who was transferred will be given priority to return to the building first. The foregoing shall not be applicable to a reduction in force which occurs within the school year.

14. Revise LESSON PLANS (Section P) as follows: Subparagraph 3

Revise so that this provision (subparagraph 3) shall sunset effective June 30, 2018.

15. Revise SUMMER AND NIGHT SCHOOL EMPLOYMENT (Section Q) as follows:

Specify that this section shall not apply to the employment of staff for the Adult Education program. Said individuals may be hired/appointed without consideration of this section and at the sole discretion of the District.

16. Committees

Eliminate the following Committees:

"Supplies Allocation Committee", "Mentor Teacher Committee", "Student Management Committee", "Improving Academic Performance Committee" "Priority of Maintenance Repair Committee", "Wellness Committee"

17. Revise Article VII DURATION (Section A) as follows:

July 1, 2016 to June 30, 2018

18. Revise Appendix I (Section C) ADDITIONAL COMPENSATION as follows:

Increase rate from \$41.63 per hour to \$44 per hour effective June 30, 2018.

19. Revise Appendix I ADDITIONAL COMPENSATION by adding a new Section F as follows:

Effective July 1, 2017, Varsity Coaches whose teams participate in an extended playoff season (Varsity Sports only) thereby resulting in additional work for said coaches shall receive the following additional payment to be applied to the coaches' applicable stipend. Shared stipends shall be apportioned in the same manner as the underlying stipend(s).

Round 1-10% to be applied to applicable stipend

Round 2-20% to be applied to applicable stipend

Round 3-25% to be applied to applicable stipend

20. Medicare Part B Reimbursement

Unit members retiring on or after June 30, 2017, shall receive reimbursement based upon the unit member's applicable tier of reimbursement (individual reimbursement only) capped at the amount set forth for the initial tier (if the unit member is within the initial tier) or the second tier (if the unit member is within any of the higher tiers). The reimbursement for the unit member's spouse shall be capped at tier 1.

Unit members shall be required to submit evidence of placement within a higher tier on a semi-annual basis.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives, this _____ day of May, 2017.

MEMBERS OF THE NEGOTIATING COMMITTEES

FOR THE UNION:	FOR THE DISTRICT:
<i>Jeffrey C. Jones</i>	<i>[Signature]</i>
<i>Carene M. Domato</i>	<i>[Signature]</i>
<i>Jeanne M. Casino</i>	<i>[Signature]</i>
<i>Angelique Perez</i>	<i>[Signature]</i>
<i>Michelle Campbell</i>	
<i>Karl Nipentoff</i>	
<i>Andrea Kelly</i>	
<i>[Signature]</i>	