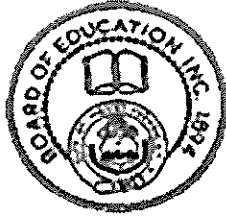


AGREEMENT



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

TEACHER UNIT

**JULY 1, 2019
TO
JUNE 30, 2022**

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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

2016-2019: For the years 2016-2019, salary raises were as follows:

2016-17	1.25% (retroactive to 9/1/16) effective 7/1/16
2017-18	1.5% (effective 9/1/17) effective 7/1/17
2018-19	1.25% (effective 9/1/18)

These percentage increases applied only to the salary schedules set forth in Appendix II. For the 2016-17 school year, a \$500 off-schedule, non-recurring payment not added to base wages was made for those who had not separated from employment and were actively employed with the District as of May 15, 2017 and for those who worked for the entire 2016-17 school year as of June 15, 2017. Said off schedule payment was made no later than June 15, 2017. For the 2018-19 school year, the equivalent of .25% of each current member’s annual salary as an off-schedule, non-pensionable, non-recurring payment not added to base wages. The payment was made for those who had not separated from employment and were actively employed with the District as of the date of execution of execution of the 2016-2018 memorandum of agreement and for those who have worked since 9/1/18. Said off schedule payment was made no later than January 31, 2019.

Beginning on July 1, 2019, increase the salary schedules set forth in Appendix II according to the following:

1. 2019-20:

Effective July 1, 2019, 0.50% of base salary shall be payable as a one-time payment not added to base salary. Said payment shall solely be applicable to unit members who worked during the 2019-20 school year (prorated for less than a full year of service and/or part-time service based upon FTE) and are still actively working for the District as of June 10, 2021.

2. 2020-21:

0.50% added to base salary effective July 1, 2020. Applicable to those who worked any time during the school year (prorated for less than a full year of service and/or part-time service based upon FTE). The foregoing shall also be applied, retroactive to July 1, 2020, to the rate paid (1/200) for approved per diem work performed beyond the applicable normal work year as set forth in Article I(E).

3. 2021-22:

1.35% added to base salary effective July 1, 2021.

4. Retroactive Monies:

Retroactive monies and one-time payment(s) for eligible unit members shall be paid no later than July 31, 2021 and shall be paid by separate check.

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-I, 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 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.

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 workday 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.
6. 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.

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. 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.
2. Upon completion of their 25th year of service in the Mt. Vernon School District, unit members will receive an annual payment of \$3,500 in addition to their regular salary.
3. Upon completion of their 30th year of service in the Mt. Vernon School District, unit members will receive an annual payment of \$6,000 in addition to their regular salary.
4. 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.

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.
3. 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.
4. Unit members shall contribute for health insurance under the following formula:

Individual coverage:

Effective July 1, 2017:	Unit members shall contribute 16% 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 16% premium contribution.
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Family and Two-Person coverage:

Effective July 1, 2017:	Effective July 1, 2017: 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 \$275 over the 15% premium contribution.
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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. Notwithstanding the foregoing, in the event that the SWSCHP health insurance plan ceases to operate and/or ceases to be available to the parties as a plan option, the above contribution rates shall not be renegotiated and shall continue unless the parties mutually agree to revise same through collective bargaining. 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% (2 person and family coverage) or 16% (individual coverage) 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. A. 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.

B. 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.

C. 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. 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%

- 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

- Prior to the period of this agreement, the District contributed to the Federation at the rates below for each eligible employee to provide welfare benefits through a trust.

Year	Dollar Amount
2016-2017	\$1,275
2017-2018	\$1,475
2018-2019	\$1,500
2019-2020	\$1,475

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.

- However, for the 2020-21 school year, the District shall only contribute \$1,200 for each eligible employee.
- Beginning in the 2021-22 school year, the District shall contribute \$1,500 for each eligible member.

N. HOURLY RATES

A District/MVFT committee shall be created to discuss and thereafter make a recommendation to the parties concerning the implementation of differentiated hourly rates for the following: 1) Instructional; 2) Grade Level and/or Subject Area Planning/Curriculum Writing; 3) Supervisory. The committee will report its findings and recommendations to the parties on or before January 15, 2022.

O. 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. Childcare 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. Childcare 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 childcare 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. Subject to paragraph six (6) below, unit members shall be required to return to work for at least one (1) full academic school year before being eligible for a subsequent childcare leave.

6. For tenured teachers only, the up to one (1) year childcare 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.
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 one (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. Effective May 15, 2017, the foregoing shall be inapplicable and unit members shall be

assessed sick leave time in one-half (1/2) day increments.

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.
8. Sick/Personal Leave Incentive Program
 - A. For the 2019/20 school year, in the event a unit member uses seven (7) or less personal and/or sick days during the school year (9/1-6/30) said unit member shall be eligible for a payment in an amount to be determined (prorated based upon FTE) based upon the total amount of funds set forth below which shall be distributed on a per capita basis amongst eligible unit members and payable on or before July 31, 2021. Unit members must work the full school year in order to be eligible for said payment. Unit members on an unpaid leave of absence for any period of time (9/1-6/30) shall be ineligible for said payment. The total amount of funds to be allocated by the District for all unit members within the Teacher, Teaching Assistant and Security bargaining units eligible for this payment based upon the above-referenced standard shall be \$275,000 for all three (3) units.
 - B. For the 2020/21 school year, in the event a unit member uses seven (7) or less personal and/or sick days during the school year (9/1-6/30) said unit member shall be eligible for a payment in an amount to be determined (prorated based upon FTE) based upon the total amount of funds set forth below which shall be distributed on a per capita basis amongst eligible unit members and payable on or before July 31, 2021. Unit members must work the full school year in order to be eligible for said payment. Unit members on an unpaid leave of absence for any period of time (9/1-6/30) shall be ineligible for said payment. The total amount of funds to be allocated by the District for all unit members within the Teacher, Teaching Assistant and Security bargaining units eligible for this payment based upon the above-referenced standard shall be \$275,000 for all three (3) units.
 - C. For the 2021/22 school year and beyond, in the event a unit member uses five (5) or less personal and/or sick days during the school year (9/1-6/30) said unit member shall be eligible for a payment in an amount to be determined (prorated based upon FTE) based upon the total amount of funds set forth below which shall be distributed on a per capita basis amongst eligible unit members and payable on or before July 31st of the following school year. Unit members must work the full school year in order to be eligible for said payment. Unit members on an unpaid leave of absence for any period of time (9/1-6/30) shall be ineligible for said payment. The total amount of funds to be allocated by the District for all unit members within the Teacher, Teaching Assistant and Security bargaining units eligible for this payment based upon the above-referenced standard shall be \$275,000 for all three (3) units.
 - D. Any and all grievances and/or arbitrations pending as of June 30, 2021, between the parties regarding said incentive program have been withdrawn with prejudice.

9. 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.

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 five (5) 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 an 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.
5. 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**

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 shall be permitted to sign-out on days before a vacation no later than thirty (30) minutes after student dismissal time on such days if students are dismissed early. "Vacation" shall only apply to the adopted school calendar vacations of Thanksgiving, Christmas, mid-winter break, and spring break. All teachers shall be permitted to sign-out on Fridays at student dismissal time. However, if students are dismissed early on Fridays, all teachers shall be permitted to sign-out no later than twenty (20) minutes after student dismissal time.

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. Consistent with the parties' practice, teachers traveling from one building to another shall have the equivalent of one (1) period allocated for travel. In the event a unit member believes that the amount of time allocated is insufficient, an appeals process shall be implemented ending with the Assistant Superintendent for Human Resources whose decision shall be final and binding upon the parties. Said decision shall be rendered within fifteen (15) school days of the filing of the appeal.
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 Building Principal shall designate the preparation period at the commencement of the school year. This designation may be changed by the Building Principal during the school year for a valid educational and/or operational reason. In the event a unit member believes that the Building Principal did not have a valid educational and/or operational reason for changing said designation(s), an appeals process shall be implemented ending with the Assistant Superintendent for Human Resources whose decision shall be final and binding upon the parties. Said decision shall be rendered within fifteen (15) school days of the filing of the appeal.

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 a 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.

The Building Principal shall designate the lunch period at the commencement of the school year. This designation may be changed by the Building Principal during the school year for a valid educational and/or operational reason. In the event a unit member believes that the Building Principal did not have a valid educational and/or operational reason for changing said designation(s), an appeals process shall be implemented ending with the Assistant Superintendent for Human Resources whose decision shall be final and binding upon the parties. Said decision shall be rendered within fifteen (15) school days of the filing of the appeal.

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 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.

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. 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.

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:
 - 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.

2. 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 submitting lesson plans five (5) days in advance of instruction, i.e., every Friday, upon request by the Principal or Supervisor. The lesson plans may be submitted as paper copies or electronically as determined by the building principal or supervisor. The organization and format of the lesson plans shall be mutually agreed upon by the building principal and teacher.
2. These plans shall be readily available to be used by substitutes assigned to the class in the event of a teacher absence. Additionally, the teacher shall maintain five (5) days of emergency substitute plans in the event of an unanticipated absence.
3. Aims must be written out for each lesson in an easily identifiable area within the classroom.
4.
 - 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.

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.
 - d) 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.
3. This section Q 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.

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. 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.

T. 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.

U. 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.

V. 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.

**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. Notwithstanding the previous sentence, when dues are deducted, they shall be prorated from the date of authorization.
2. Within thirty (30) days of a new employee's hire the District shall notify the Federation of said hire and provide the Federation with the employee's name, address, job title, department/operating unit and work location. The District will provide a duly authorized representative of the Federation with a reasonable amount of time during the workday to meet with new members at a time to be scheduled in consultation with the District. 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 between August 1 and 31 of each year, and the District shall notify the Federation within five (5) days of any employee's withdrawal of payroll deduction. .
3. 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 . This clause shall not apply if the District makes an error in the calculation, deduction, or transmittal to the Federation of said Federation dues.

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. BULLETIN BOARDS

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

D. 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 distribution 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.

E. 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.

F. STUDENT SERVICES COMMITTEE

The Student Services Committee will review the District's current capacity to ensure security of confidential student information and make recommendations for improvement, if deemed necessary by the committee. Such review shall include an assessment of existing office space available for confidential sessions, secure cabinets or comparable space. The committee will report its findings and recommendations to the parties on or before January 15, 2022.

G. RECONFIGURATION COMMITTEE

A joint District/MVFT committee shall be established to review and make recommendations to address scheduling related to the District's reconfiguration. The committee will report its findings and recommendations to the parties on or before January 15, 2022.

H. DISTANCE LEARNING COMMITTEE

A joint District/MVFT committee shall be established to negotiate the parameters of distance learning. The committee will report its findings and recommendations to the parties on or before January 15, 2022.

**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. STAFF 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 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 officially 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, 2019 and shall continue in full force and effect until June 30, 2022, 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. A copy of the ratified Memoranda of Agreement between the parties for 2016-17 and 2017-18 school years (MOA 1) and the 2018/19 school year (MOA 2) are attached hereto as Appendix V. The parties herewith acknowledge that said MOA'S have been incorporated into the within Agreement to the extent applicable.

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.

FOR THE DISTRICT

FOR THE MVFT

By: _____
ADRIANE SAUNDERS
BOARD PRESIDENT

By: _____
KEITH MCCALL
MVFT PRESIDENT

**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. Since 9/1/12, the Rate of Pay was \$41,63. Effective 6/30/18, the Rate of pay was increased to \$44.00:

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.

F. VARSITY COACHES-PLAYOFFS

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

G. 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.

APPENDIX II
TEACHER'S SALARY SCHEDULES

APPENDIX III
COACHING & EXTRA CURRICULAR ACTIVITY/STIPENDS

**APPENDIX IV
SCHEDULES**

**Mt. Vernon High School
Bell Schedule**

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**

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

APPENDIX V
2016/17-2018/19 MEMORANDA OF AGREEMENT

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 E) 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:
Jeffrey C. Jones	[Signature]
Carlene M. Domato	[Signature]
Jasnet M. Casino	[Signature]
Angelique Perera	[Signature]
Michele [Signature]	
Karl [Signature]	
Andrea Kelly	
[Signature]	

MEMORANDUM OF AGREEMENT (TEACHER UNIT)

MEMORANDUM OF AGREEMENT dated this 18th day of December, 2018 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, 2016 - June 30, 2018, expired on June 30, 2018. The parties herewith agree that said agreement shall be modified effective as of July 1, 2018 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: Add the following

A. 2018-19:

Effective 9/1/18, 1.25% applied to the salary schedules set forth in Appendix II only.

The equivalent of .25% of each current member's annual salary as an off-schedule, non-pensionable, non-recurring payment not added to base wages. The payment 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 have worked since 9/1/18. Said off schedule payment shall be made no later than January 31, 2019.

B. Retroactive Monies:

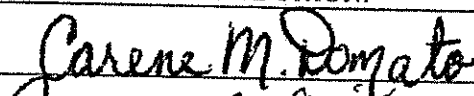
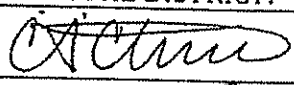
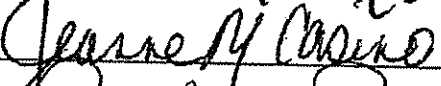
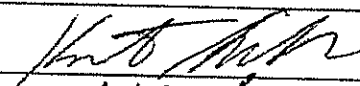
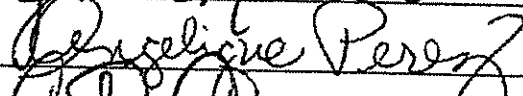
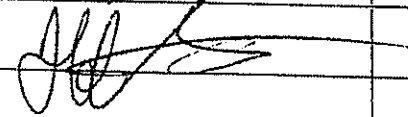

Retroactive monies for eligible unit members for the 2018-19 school year shall be paid no later than February 15, 2019. The parties herewith acknowledge that the retroactive 1.25% increase for the 2018-19 school year shall be applied to the salary schedule beginning 9/1/18. The parties herewith further 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.

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

For the 2018-19 school year only, the District shall contribute an additional \$25 for each eligible member, for a total of \$1,500 per member. Thereafter, the District shall contribute \$1,475 for each eligible member.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives, this 14th day of December, 2018.

MEMBERS OF THE NEGOTIATING COMMITTEES

FOR THE UNION:	FOR THE DISTRICT:
	
	
	
	

Teachers

		Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level
		BA	BA+6	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	PhD	
		# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps	# Steps
19-20		14	14	14	17	17	18	19	20	21	22	
	1	56,510	55,809	57,101	60,304	64,154	66,081	68,012	69,932	71,846	73,626	
	2 1A	58,408	58,380	59,671	62,873	66,722	68,645	70,573	72,496	74,414	76,193	
	3 2	60,304	60,952	62,241	65,439	69,288	71,208	73,136	75,060	76,981	78,762	
	4 2A	61,590	62,236	63,517	66,726	70,568	72,492	74,423	76,347	78,266	80,047	
	5 3	62,874	63,519	64,793	68,012	71,846	73,775	75,710	77,634	79,553	81,332	
	6 4	65,439	66,081	67,364	70,577	74,426	76,333	78,266	80,202	82,123	83,900	
	7 5	68,328	68,969	70,255	73,463	77,314	79,231	81,151	83,076	85,003	86,786	
	8 6	71,538	72,169	73,463	76,664	80,518	82,436	84,357	86,293	88,213	89,990	
	9 7	74,737	75,377	76,664	79,863	83,728	85,649	87,569	89,499	91,427	93,206	
	10 8	77,946	78,589	79,863	83,076	86,934	88,852	90,790	92,699	94,632	96,412	
	11 9	81,480	82,123	83,404	86,608	90,454	92,391	94,308	96,231	98,154	99,934	
	12 10	85,003	85,649	86,934	90,140	93,980	95,912	97,827	99,767	101,686	103,465	
	13 11	88,536	89,172	90,454	93,674	97,516	99,435	101,365	103,294	105,211	107,286	
	14 12	94,087	94,720	96,005	97,516	101,365	103,294	105,211	107,130	109,062	111,139	
	15 13				102,002	105,855	107,779	109,710	111,630	113,548	115,624	
	16 14				105,850	109,539	111,396	113,238	115,087	116,937	119,013	
	17 15				110,126	113,964	115,897	117,814	119,738	121,662	123,737	
	18 16						116,766	118,991	121,232	124,095	126,171	
	19 17							120,184	122,748	126,578	128,653	
	20 18								124,280	129,107	131,186	
	21 19									131,691	133,766	
	22 20										134,064	
20-21	19-20 times .5%											
	Steps											
	1 1	56,793	56,088	57,387	60,606	64,475	66,411	68,352	70,282	72,205	73,994	
	2 1A	58,700	58,672	59,969	63,187	67,056	68,988	70,926	72,858	74,786	76,574	
	3 2	60,606	61,257	62,552	65,766	69,634	71,564	73,502	75,435	77,366	79,156	
	4 2A	61,898	62,547	63,835	67,060	70,921	72,854	74,795	76,729	78,657	80,447	
	5 3	63,188	63,837	65,117	68,352	72,205	74,144	76,089	78,022	79,951	81,739	
	6 4	65,766	66,411	67,701	70,930	74,798	76,715	78,657	80,603	82,534	84,320	
	7 5	68,670	69,314	70,606	73,830	77,701	79,627	81,557	83,491	85,428	87,220	
	8 6	71,896	72,530	73,830	77,047	80,921	82,848	84,779	86,724	88,654	90,440	
	9 7	75,111	75,754	77,047	80,262	84,147	86,077	88,007	89,946	91,884	93,672	
	10 8	78,336	78,982	80,262	83,491	87,369	89,296	91,244	93,162	95,105	96,894	
	11 9	81,887	82,534	83,821	87,041	90,906	92,853	94,780	96,712	98,645	100,434	
	12 10	85,428	86,077	87,369	90,591	94,450	96,392	98,316	100,266	102,194	103,982	
	13 11	88,979	89,618	90,906	94,142	98,004	99,932	101,872	103,810	105,737	107,822	
	14 12	94,557	95,194	96,485	98,004	101,872	103,810	105,737	107,666	109,607	111,695	
	15 13				102,512	106,384	108,318	110,259	112,188	114,116	116,202	
	16 14				106,379	110,087	111,953	113,804	115,662	117,522	119,608	
	17 15				110,677	114,534	116,476	118,403	120,337	122,270	124,356	
	18 16				0	0	117,350	119,586	121,838	124,715	126,802	
	19 17				0	0	0	120,785	123,362	127,211	129,296	
	20 18				0	0	0	0	124,901	129,753	131,842	

