

# **AGREEMENT**

**between**

**CHIEF EXECUTIVE OFFICER**

**of**

**MECHANICVILLE CITY SCHOOLS**

**and**

**MECHANICVILLE TEACHERS' ASSOCIATION**

**July 1, 2021– June 30, 2025**

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## **PREAMBLE**

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

## **ARTICLE I RECOGNITION**

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

## **ARTICLE II NEGOTIATIONS PROCEDURES**

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that formal negotiations will not be reopened on any item contained herein during the life of this Agreement. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may, from time to time, arise of mutual concern to the parties, and so an opportunity for mutual discussion should be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. No later than April 1 of each negotiating year, the parties will enter into good-faith negotiation over a successive agreement covering the following school year.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without

ratification by the Association and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

### **ARTICLE III TEACHER FACILITIES**

Each school shall have the following facilities:

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

### **ARTICLE IV VACANCIES AND PROMOTIONS**

- A. All vacancies shall be posted in the Teachers' Room in every school and an internal electronic posting will be provided to members of the Association, clearly setting forth a description of and the qualifications for the position, including the duties and salary.
- B. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when application must be submitted.
- C. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent, or his designated administrator, within the time limit specified in the notice.
- D. Teachers who desire to apply for a vacancy which may be filled during the summer vacation period shall submit their names to the Superintendent, together with the position or positions they desire to apply for and an address where they can be reached during the summer vacation period. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply and such notification shall set forth a description of and the qualifications for the position including the duties and salary. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted. In addition, the Superintendent or his/her designee shall, within the same period, post a list of vacancies to be filled during the summer vacation period on a bulletin board at the administration office and provide an internal electronic posting to members of the Association. Such list of position(s) shall also be sent to the President of the Association

- E. All appointments to the aforesaid vacancies and openings are to be based upon qualifications and experience. They shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status or ancestry.

**ARTICLE V  
SICK LEAVE**

- A. Teachers shall be entitled to fifteen (15) days of sick leave each school year as of the first official day of each school year whether or not a teacher reports for duty on that day. Fifteen (15) days during the 2021-22 school year will be eligible to be utilized for illness in the family. Ten (10) days in subsequent years will be eligible to be utilized for illness in the family.

Teachers who do not utilize any sick leave in a single school year shall receive a one-time payment of \$100 at the end of said school year. The payment shall not be applied to the teachers' base salary.

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

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

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

- E. In the case of death in the immediate family (spouse, parents, children, brother, sister, grandparents, father-in-law and mother-in-law), or in other instances upon the approval of the Superintendent, a teacher may take five (5) days per occurrence, not to be deducted from personal leave or personal illness and non-accumulative.

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

**ARTICLE VI  
CHILD REARING LEAVE**

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

- 1. death of a child
- 2. death or disability of the spouse
- 3. loss of employment of the spouse
- 4. divorce or separation from the spouse

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

- B. Upon the return of a teacher on leave of absence because of pregnancy or childbirth, she may be required to furnish a statement from her physician attesting to her ability to resume the full performance of her duties and responsibilities. A leave of absence because of pregnancy or childbirth is not to be construed as sick leave except that the teacher may elect to utilize her accumulated sick leave during her period of physical disability. Pursuant to such election during a pregnancy leave, sick leave will be paid only during the time period for which a physician certifies the employee to be physically disabled because of pregnancy or childbirth and only to the extent of the number of sick leave days accumulated.
- C. A teacher on a child care leave shall notify the Superintendent in writing not later than April 1 prior to the expiration of the leave of his/her intentions as to whether or not he/she will return to their position.
- D. When the teacher returns to the teaching position, he/she will be credited with all benefits earned prior to the leave, as well as to any new benefits to which he/she would then be entitled as a current full or part-time teacher, except for sick leave which would have been accrued during the absence had the teacher not been on leave and except for service credit for leave period.

- E. A teacher on leave care will be permitted to retain all benefits of the current medical insurance program provided that the teacher pays the full premium.
- F. A teacher taking valid Child Rearing Leave shall have such time deducted concurrently with any accumulated eligible FMLA leave.

## **ARTICLE VII SABBATICAL LEAVE**

### **Purpose**

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

### **Eligibility**

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

### **Distribution of Sabbatical Leave**

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

### **Procedure**

1. An application outlining details of the proposed leave shall be filed with the Superintendent no later than March 1<sup>st</sup>. An application form will be prepared prior to the start of the school year. Included in the application will be a detailed statement of the benefits which the District might secure from such a leave.
2. If the leave is to be for graduate study, appropriate papers from an approved university must accompany the application indicating acceptance at the university and specifying the field of study to be pursued.
3. Requests for sabbatical leave will be presented to the Board of Education by the Superintendent along with his recommendations at the regular April meeting of the Board of Education.



4. Granting a sabbatical leave by the Board of Education shall be determined according to the following:
  - a. Usefulness of the experience to the District.
  - b. Availability of qualified replacements.
5. A teacher on sabbatical leave for graduate study must carry a regular program or its equivalent. A regular program will be interpreted as fifteen (15) credit hours per semester or whatever the normal full-time graduate program is interpreted to be at the particular institution involved.

### **Compensation**

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

### **Agreements by Teacher**

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

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

#### **ARTICLE VIII POSITIONS IN SUMMER SCHOOL AND ADULT EDUCATION**

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

#### **ARTICLE IX VOLUNTARY TRANSFER AND REASSIGNMENTS**

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

3. A tenured teacher transferring from one tenure area to another shall be required to serve three (3) years on probation in order to attain tenure at the new level.

## **ARTICLE X TEACHER EVALUATION**

1. Evaluations for teachers will be performed in accordance with the APPR document. Each year the document will be reviewed for the purpose of making necessary changes and improvements. Said changes and improvements will be implemented by the APPR Committee which consists of members from the bargaining unit and Administration.
2. Teachers shall have the right to inspect their individual personnel folders, with the exception of confidential placement material. No material shall be placed in a teacher's folder unless he/she has had an opportunity to review the material. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and included in the file material.

## **ARTICLE XI INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

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

## **ARTICLE XII TEACHER ASSIGNMENT**

1. By June 1, teachers will be notified of their tentative program for the coming school year with respect to (a) the subjects and/or grade level they will teach, (b) extra-curricular assignments, and (c) the approximate ability level of their students. It should be understood that, after June 1<sup>st</sup> and prior to the opening of school in September, changes in teacher assignments may be required. Such changes will be brought to the attention of those teachers involved at the earliest possible date.

2. The number of different lesson preparations in grades 7 through 12 in English, Social Studies, Mathematics and Science, shall not exceed two (2) without mutual agreement of the teacher and the administrator. However, when circumstances exist that require that an additional preparation be assigned in order to avoid cancellation of the class, without mutual agreement of both parties, such a condition shall exist for only one (1) year. When it is necessary to assign a staff member a third preparation without mutual agreement, the administrator will not assign study hall or cafeteria supervision duties during the course of the year.
3. School personnel who are regularly scheduled to work in more than one school during the course of the school day, and for whom no other flat rate is provided, shall be reimbursed at the IRS rate per mile.
4. The teacher Agreement signed by any member of the staff shall be effective from September 1 to June 30 of each year, and all members of the staff will be on duty within their time period except for school holidays or those times otherwise agreed upon.
5. Unit members who give up his/her own designated lunchtime to provide lunch supervision duty will be paid \$1,000 annually for such duty commencing in the 2021-22 school year. Effectively July 1, 2023, Unit members who give up his/her own designated lunchtime to provide lunch supervision duty will be paid \$1,200 annually for such duty. Assignment to this duty will be on a voluntary basis from those available in each lunch period. If there are not sufficient volunteers. The assignment will be made to unit members on a rotating basis. This stipend will not apply to elementary teachers except in circumstances that the District has a need and requests coverage.
6. Non-tenured teachers will be notified of termination of employment not later than April 1 prior to such termination.

**ARTICLE XIII  
CLASS SIZE**

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

<u>Primary Grades</u>	<u>Goal for Class Size</u>
Average Students	20-25
IEP or 504 Students	15-20
 <u>Middle School</u>	 <u>Goal for Class Size</u>
Average Students	10-25
IEP or 504 Students	15-20
 <u>High School</u>	 <u>Goal for Class Size</u>
Academic Subjects	
Average Students	25-30
IEP or 504 Students	15-20
Technology & Home Economics	15-20
Art	20-25
Business Subjects	20-25

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

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

## **ARTICLE XIV TEACHING LOAD**

### **Primary (K-5)**

1. Primary school teachers shall have a thirty (30) minute duty-free lunch period daily.
2. When a certified teacher is in charge of an elementary school teacher's entire class, the classroom teacher shall be free to use this time for the performance of professional duties (example, computer class).
3. During each instructional day, each primary school teacher will have forty (40) consecutive minutes of teacher directed preparation time. Tentative special class schedules shall be available by August 15.

### **Secondary School (6-12)**

1. Secondary school teachers shall have a thirty (30) minute duty-free lunch period daily.
2. During each instructional day, each secondary school teacher will have forty (40) consecutive minutes of teacher directed preparation time.
3. During each instructional day, each secondary school teacher will have forty (40) consecutive minutes of teacher directed professional time.
4. **Extra Instructional Period Assignments**
  - a. The District will post "openings" for a seventh (7<sup>th</sup>) instructional period. Such posting shall be in accordance with the provisions of Article IV(D).
  - b. Only secondary (grades 6-12) teachers with at least one year of prior teaching experience may volunteer for a seventh (7<sup>th</sup>) instructional period within their tenure area. Consideration will be given to the volunteer(s) based on their qualifications and seniority with the final decision on assignment, if any, determined by the Superintendent of Schools.
  - c. There will be no limit on the number of seventh (7<sup>th</sup>) instructional periods posted and filled by volunteers. Science labs will be eligible for payment under this provision on a pro-rated basis.

- d. The total number of students assigned to a teacher with seventh (7<sup>th</sup>) instructional periods shall not exceed a daily teaching load of more than one hundred and fifty (150) students. Secondary teachers who teach a seventh (7<sup>th</sup>) instructional period shall not be assigned that semester to a supervisory duty such as study hall, hall duty or remedial lab.
- e. Secondary teachers will be compensated \$3,675 for teaching a voluntary seventh (7<sup>th</sup>) instructional period for a full year course. If the seventh instructional period is only a semester course or a science lab which does not meet on a daily basis, the teacher will be compensated on a pro-rated basis. Such pay shall be pro-rated if the teacher does not teach the full year.
- f. There shall be no loss or reduction of unit positions as a result of the implementation of the seventh (7<sup>th</sup>) period assignment provision.

## 5. **Teacher Assignments**

All teachers should be assigned as follows: All members at the Jr./Sr. High will be assigned to a thirty-five (35 hour) work week as set forth more specifically in Article XVI immediately below and in Appendix A:

## 6. **Digital Learning**

The District and Association agree that Digital Learning opportunities shall be added to the District curriculum. The District and Association agree the goal of digital learning is to expand learning offerings to students, not supplant those which are currently offered. Such Digital Learning shall encompass virtual instruction as well as independent study offerings for students. The District shall pilot the APEX learning structure for digital learning. The District will assign MTA members within their certification areas to oversee such on-line digital coursework. Teachers shall not be observed or evaluated during such virtual instruction.

In the digital environment, teachers shall be responsible for:

- Progress monitoring of students on caseload
- Grades will be assigned based on the system computation – teachers are responsible for progress notes/reports and report card grade input
- Short answer/journaling assignments outside of the digital environment will be assigned and graded at the discretion of the teacher;
- Teachers will be responsible for frequent communication with students – email, google classroom, student appointments to facilitate learning or answer questions;
- Digital learning will count as an instructional period for teachers;
- Caseload will not exceed the contract number of students allowed per period for in person classes.

(Appendix E reflects further details on the digital learning program.)

**ARTICLE XV  
REDUCTIONS IN FORCE**

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

**ARTICLE XVI  
CALENDAR AND WORK DAY**

1. The school calendar year shall begin the first Tuesday after Labor Day and shall end no later than one day after the last Regents Day in June except in case of unusual emergency situations and after consultation with the teachers.
2. The elementary school will have a 34 hour 10 minute work week. The teacher work day will be Monday through Thursday-8:33 AM-3:30PM and Friday- 9:10AM-3:30PM.
3. The Jr. and Senior High will have a 35 hour work week. The teacher work day will be Monday through Thursday – 7:30AM – 2:37 PM, and Friday 8:07 AM to 2:37 PM.

For all schools, meetings and professional time will be as follows:

- a. Monday and Wednesday are designated days for Professional Time defined and as set forth in Appendix D; with one day per month being designated for a faculty meeting.
  - b. Tuesday and Thursday are designated for PLC+ as set forth in Appendix A; with one day per month being designated for faculty meetings.
  - c. In the event that a PLC+ meeting or a faculty meeting is canceled, teachers shall still report at their regular start time and such time shall be deemed teacher's time per Appendix D.
4. No appointments shall be made for a member of the staff without first consulting with the staff member except for those appointments required due to an emergency situation within the school day.

5. Teachers are permitted to leave school premises during the lunch period so long as they understand the need to return at the appropriate time.

## **ARTICLE XVII SUBSTITUTE TEACHERS**

1. It is the responsibility of the classroom teacher to report his/her impending absence as soon as it is practicable and ordinarily by 7:00 a.m. on the day of his/her absence.
2. It is the responsibility of teachers who are absent to provide seating charts and lesson plans for the use of the substitute, for one week in advance.
3. Every effort will be made to provide a substitute for a teacher who is absent.
4. In the event a substitute cannot be obtained:
  - a. For the 2021-2022 school year, teachers at the Junior and Senior High shall be required to substitute in a classroom where an outside substitute is unable to be obtained, during their professional planning period and shall receive additional compensation at the rate of \$23.45 per hour (certified sub rate). For the duration of this agreement, teachers shall be compensated for each instance they are required to provide this service.
  - b. Commencing with the 2022-2023 school year, teachers at the Junior and Senior High shall be required to substitute in a classroom where an outside substitute is unable to be obtained, during their professional planning period, for no more than three (3) instances. After the third instance, the District may require a teacher to substitute and if such teacher(s) agree(s), (s)he shall be compensated at the rate of \$23.45 per hour (certified sub rate) of service.
  - c. Teaching Assistants and/or non-certified members at both the elementary and Junior/Senior High shall be required to substitute in a classroom where an outside substitute is unable to be obtained. Teaching Assistants shall receive an additional \$18.76 per hour (non-certified sub rate) of service.
  - d. The District agrees to make every effort to rotate equitably through the available staff members when appointing these assignments.
5. A teacher in grades K-5 shall supervise an extra class or part thereof, not to exceed four (4) times per year. Any number in excess of four (4) shall have to be mutually agreed on between teacher and Principal. The first two (2) extra supervisions will be without compensation; the next two (2) will be paid at the professional compensation rate provided in Schedule "B".

## **ARTICLE XVIII REQUISITIONS**

Teachers shall submit their requisitions to their Building Principals on the date recommended by the Business Office each year. Any deletions to be made in a teacher's requisition should be discussed with the teacher so that he/she will be aware of such deletions. An explanation for any



decision should be given to the teacher. If it is necessary to make deletions because of financial limitations, the teacher may have a choice as to which items are to be deleted. Every effort will be made to have requisitioned material available to teachers not later than the first day of school in September.

## **ARTICLE XIX GRIEVANCE PROCEDURE**

### **Section I – Purpose**

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

### **Section II – Definitions**

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

### **Section III – Procedure – Stages**

#### **3.1 Stage 1: Supervisor-Informal**

A teacher who has an alleged grievance, will discuss it with the teacher's supervisor in an attempt to resolve the matter informally. The teacher shall present such grievance

promptly and in no event later than thirty (30) days after the occurrence or when the occurrence reasonably became known to the teacher. The teacher shall have the right to be accompanied by an Association representative at such meeting if (s)he chooses to.

- 3.2 If the teacher is not satisfied with the disposition of his/her grievance at Stage 1, or if a decision has not been rendered within ten (10) days after presentation of the grievance, (s)he may move to Stage 2 of the Grievance Procedure.

3.3 **Stage 2: Immediate Supervisor – Formal**

If the grievance is not resolved informally, at Stage 1, the teacher shall put the grievance in writing and present it to his/her immediate supervisor. This shall be done within five (5) days of the meeting at Level 1 or five (5) days from the meeting at Stage 1 if no response is received at Stage 1. The immediate supervisor shall render a written decision to the teacher no later than five (5) days after receipt of the written grievance.

3.4 **Stage 3: Chief Executive Officer – Formal**

- A. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 2, and wishes to proceed further (s)he shall file a written appeal of the decision at Stage 3 with the Chief Executive Officer within ten (10) days after the teacher has received the written decision. Such submission shall include a brief explanation as to why the grievant does not agree with the immediate supervisor.
- B. Within five (5) days after receiving the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall meet with the teacher and his/her representative and the Grievance Committee as applicable and discuss the grievance and remedy sought by the teacher.
- C. The Chief Executive Officer shall render a decision in writing to the teacher within seven(7) days after the conclusion of the meeting set forth in B above..

3.5 **Stage 4: Board of Education – Formal**

- A. If the teacher and the Association are not satisfied with the decision at Stage 4, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) days after receiving the decision at the conclusion of Stage 4. Notice of such appeal shall be delivered to the Board clerk.
- B. At the first scheduled meeting after the receipt of the appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- C. At the next regularly scheduled meeting after the hearing, the Board of Education shall render a written decision on the grievance.
- D. The Parties agree that Stage 5 may be waived by mutual agreement of the District and Association and if so waived the grievance may move directly to the Arbitration stage.

### 3.6 Stage 5: Arbitration

- A. If the Association is not satisfied with the decision at Stage 4, it may submit such matter to arbitration. The Association shall provide written notice to the Superintendent within ten (10) days after receipt of the decision at Level 3 that it seeks to proceed to arbitration. Only the Association can proceed to arbitration.
- B. Within five (5) days after submission of such written notice requesting arbitration, application for selection of an arbitrator will be made to the Public Employees Relations Board by the party requesting arbitration. Any costs associated with processing to arbitration shall be borne by the party seeking arbitration. Parties will mutually select an approved Arbitrator
- C. The selected arbitrator will hear the matter promptly and will issue a decision not later than thirty (30) days from the date of the close of the hearing, or from the date the final statements and proofs are submitted to the panel. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issue.
- D. The decision of the arbitrator shall be binding upon both parties.
- E. The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

### Section IV – General Procedures

- 4.1 All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, the Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 4.2 If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 3 described above.
- 4.3 The preparation and processing of grievances, insofar as practicable, will be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 4.4 The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
- 4.5 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

- 4.6 Forms for filing grievances, serving notices, staking appeals, and making reports and recommendations and other necessary documents will be jointly developed by a representative of the District and the Association. The Chief Executive Officer shall then have them printed and made available so as to facilitate operation of the grievance procedure.
- 4.7 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4.8 Nothing contained here will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding on either of the parties to this Agreement in future proceedings.

#### **Section V – Time Limits**

- 5.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 5.2 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 5.3 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 5.4 In the event a grievance is filed on or after June 1, upon request or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
- 5.5 All grievances will be deemed to have been waived unless filed in writing at Stage 3 within forty (40) calendar days after the occurrence alleged as a grievance.

#### **ARTICLE XX MISCELLANEOUS**

1. Paychecks will be issued via direct deposit to the extent possible. Should an Association member seek to receive a live check the District shall accommodate.

2. Non-resident association members shall be eligible to have their children attend schools in the district on a tuition free basis so long as there is space available and no additional costs incurred by the district for allowing such children to attend. Non-resident students shall be required to arrange their own transportation to and from school.
3. Inasmuch as a conference is required with each parent of students in grades K-5, there shall be time provided for release time to meet this obligation.
4. **Faculty Meetings:** Teachers are required to attend faculty meetings on time. Faculty meetings are limited to no more than two per month, one (1) during the teachers' Professional time and one (1) during PLC. Attendance is required. Prior to the meeting, teachers with a valid reason for missing such a meeting shall petition the person conducting the meeting for permission to miss or be late to the meeting. Such excuses shall not be unreasonably denied.
5. **Applicants for Appendix B Positions:** Where the qualifications of applicants are substantially equivalent, MTA members shall receive right of first refusal to positions listed in Appendix B positions.

#### **ARTICLE XXI ASSOCIATION RIGHTS**

1. All Committee meetings of the Association dealing with the process of negotiations as provided for by the Taylor Law will be conducted outside of the normal duty hours of the member of the Association. Materials and supplies used in the process of negotiations shall be supplied by the Association.
2. The Association and District, through the Superintendent of Schools shall strive to meet bi-monthly to review issues related to the negotiated Agreement currently in effect. Such discussions are not intended to replace or circumvent existing procedures or committees but rather to improve employer-employee relations and maintain an open, positive dialogue to address issues which may from time to time arise. The assignment of any additional non-instructional duties will be a topic for the bi-monthly meetings. Board members may be invited upon mutual agreement of the Association and District.
3. The Association shall be entitled to use the facilities of the District in accordance with the policy and rules of the District governing use of facilities by organizations. In accordance with such policy, the Association may use a classroom or auditorium at no cost during the time the school buildings are open.
4. The Association shall be permitted to use the intra-school mail/email facilities of the District in the normal processing of correspondence and bulletins for the Association. Such use, however, should not interfere with the normal operation of the intra-school mail service.
5. The Association shall be permitted to use the teachers' mailboxes in each school for the distribution of materials of the Association. The distribution shall be the responsibility of the representative of the Association.

6. One bulletin board shall be provided in a faculty room in each building in the District for the use of the Association for the posting of notices, bulletins, and other Association business.
7. Upon specific request by the Association the personnel conducting building faculty meetings will announce that an Association meeting will be convened after the close of the faculty meeting.
8. Upon specific request from the Association the agenda for the orientation program for new teachers will include a notation that an Association meeting will be convened after the close of the orientation program.
9. The Association shall be afforded the opportunity to make announcements over the school public address system concerning meetings of the Association. Such announcements shall be made during the normal announcement period of the school. Announcements made at other times shall be at a time determined by the administrator in charge. The contents of all announcements made over the public address system are subject to prior approval of the administrator in charge.
10. Before the Board adopts the school calendar, the Association shall have an opportunity to examine it and make recommendations.
11. The MTA President or his or her designee will be granted time to attend PERB procedures without loss of pay or leave time.
12. The school board will pay for a substitute for a teacher representative to attend the annual meeting of the New York State Retirement Board, the Representative Assembly meeting of the New York State United Teachers and one other day for Association business. When the teacher returns, a report will be submitted to the Superintendent of Schools. Absence for attendance at the meeting will not be deducted from the teacher's personal leave.
13. The Association president will be allowed two additional days to conduct bona fide Association business. The cost of the substitute teacher for the first additional day will be paid for by the Association and the second additional day will be paid by the District.

## **ARTICLE XXII REMUNERATION**

### **1. Salaries**

Unit members shall be compensated for services rendered to the District in accordance with Appendix "A" - which includes both the Master's schedule and a Bachelor's schedule. Those unit members who perform coaching and/or advisor duties for activities listed in Appendix "B", Extra Pay Schedule, shall be compensated in accordance with Appendix B.

The Association and District agree Association members shall be entitled to additional pay under the following circumstances:

- a. Professional Development: Professional Development which occurs outside the regular scheduled work day or work year (*e.g.*, summer) shall be voluntary. MTA members who take part in and attend such professional development shall be paid at a rate of \$30.00/hour. Such professional development must be approved in advance by the District for such rate to apply. Further, if the District is paying the cost associated with such professional development, such hourly rate shall not be paid. If the District offers professional development during the summer months when school is not in session, teachers who take part in such programming will be paid the rate of \$30.00/hour.
- b. New Instruction/Curriculum and/or Summer School: MTA members who provide new instruction for any sized group of students or faculty, remedial instruction for groups of more than five (5) students and/or teach summer school shall be paid at the rate of \$50.19/hour for such work. Such extra duties shall not exceed four (4) sessions/week without MTA member approval. Such new instruction/curriculum and/or summer school shall be assigned by the District and approved in advance.
- c. Additional Extra Duties: MTA members who perform the following duties above and beyond their regular work load(s) shall be compensated at the rate of \$39.66/hour. Such assignments shall be on a voluntary basis and assigned by the District. Such extra duties shall not exceed four (4) sessions/week without MTA member approval:
  1. Review of material(s) with student(s) with not more than five students in any particular student group.
  2. Oversight of detention.
  3. Out of school suspension supervision.
- d. Elementary Bus duty: MTA members who monitor the loading or unloading of buses after the end of the normal teacher work day as outlined in Appendix D (Daily Schedule) will be paid the chaperone rate as per Appendix B.

2. **Graduate Study**

Graduate The District shall pay for approved graduate hours above MA and permanent certification will be paid at the rate of \$30 per approved hour. (Note: \$30 does not apply to in-service credits.)

3. **Master's Degree**

Commencing July 1, 2021, \$800 was added to the BA + 30 schedule, thus creating a new Masters Schedule. The remaining schedules for future years have been adjusted accordingly.

4. **Credit for Prior Experience**

Teachers who are hired for positions in the school system may be allowed up to ten (10) years full credit for teaching experience; two (2) years military service and other relevant past experience in determining placement on the salary schedule (*e.g.*, a physician seeking a new career as a science teacher), up to a maximum of ten (10) years. In the case

of a hard-to-fill positions, the District reserves the right to provide additional service credit. In such circumstances, the District will engage a conversation in advance with MTA leadership.

5. **Micro-Credentialing**

The District and Association agree to create a new professional development system of micro-credentialing. This is a voluntary program to enhance the quality and value of non-instructional time. MTA members may implement individualized pathways to enhance teaching practice by way of personalized professional development. The scope of the program and content is set forth in Appendix E. Demonstration of skill (credential) will be paid at \$100 per credential and added to the base salary. Micro-credentialing will be a pilot for the 2021-22 school year, and the joint labor-management committee will review for continuation.

6. **National Board Certification**

Members of the teaching faculty shall receive \$3,000 per annum differential in salary for achieving National Board Certification.

7. **Payment for Clubs, performances, chaperones, and Required Summer Work**

- a. Clubs, Required Summer Work: The District and Association agree to provide payment to Association members who oversee clubs during the school year and/or required summer work. To be eligible for such payments, clubs must be approved by the District in advance. No later than March 1 of each year of this Agreement, the MTA shall present a list of clubs to the Superintendent of Schools for approval. Upon such approval, MTA members shall be selected by the Superintendent of Schools, in consultation with the MTA. The schedule for club advisor pay is set forth in Appendix B.
- b. Guidance Personnel: Guidance personnel shall not be required to work in excess of twenty (20) days during the months of July and August. Guidance personnel shall be paid at their per diem rate for the twenty (20) summer days.
- c. Chaperones: MTA members shall be authorized to serve as chaperones. Lead Chaperones shall be paid \$35/event in addition to the chaperone pay. The Parties agree and understand that chaperone duties is not exclusive bargaining unit work and other district employees including non-MTA members may serve as chaperones with the distribution of such work between MTA and non-MTA members being done equitably and fairly.
- d. Musical Performances: MTA members at the Junior/Senior High School who direct a musical performance (theater production, concerts) shall receive \$200/performance. Performances for which this stipend shall be paid are: winter and spring musical concerts.



8. Newly formed Clubs that have been approved will be compensated at \$175 per year. By March 1 of each year the MTA will present a list of clubs to the Superintendent for approval.
9. **Retirement Incentive**
  - a. The District will pay any teacher in their first year of eligibility under NYSTRS rules, without penalty, \$10,000 if he or she provides written notification by November 1 of that school year of his or her intention to retire as of June 30 of such school year. Full payment will be made prior to June 30 of the year in which the retirement occurs.
  - b. Commencing on August 18, 2021, Unit members who retire from the District in accordance with the rules of the New York State Teachers' Retirement System and who provide notice no later than January 15 of the school year in which they intend to retire, shall be eligible to receive payment of \$100/day of sick leave for all unused sick days in excess of 75 days to a maximum of 150 days (*e.g.*, maximum payout \$15,000). This provision shall only be in effect through June 30, 2025 after which time it shall sunset. Thus, any Unit member seeking to take advantage of this provision must provide notice of retirement to the District no later than January 15, 2024 and such retirement must occur no later than June 30, 2025. Any unit member eligible for and taking advantage of this provision shall have the option to have such money set aside and designated to pay costs associated with health coverage in retirement. Unit members shall also be permitted to designate the retirement incentive to be set aside and designated to pay costs associated with health coverage in retirement. Any Unit member seeking this option must select it at the time (s)he provides notice of intent to retire to the District in accordance with this provision. Such selection shall be irrevocable.
  - c. Effective July 1, 2025, Unit members who retire from the District shall be paid \$30/day for accumulated sick leave in excess of 100 days up to a maximum accumulation of 250 days. Under this provision, no Unit member shall be paid for more than 150 accumulated sick leave days.

## **ARTICLE XXIII HEALTH INSURANCE**

### **1. Health Insurance**

Effective July 1, 2020, the District health insurance coverage will be the Alternative PPO plan, which is a health insurance plan provided by the WSWHE BOCES Health Insurance Consortium. MTA members shall be provided the option of enrolling in the Health Reimbursement Account (HRA) plan in lieu of the ALT PPO. Any MTA member making such election must be done during the designated open enrollment period

- a. The District health insurance coverage will be the WSHWE Alternate PPO Plan and the HRA Plan,

2. **Premium Contribution**

MTA employees shall pay 16% of the premium cost for the individual, two-person and/or family Alt-PPO plan, as applicable throughout the duration of this Agreement. Additionally, if an MTA bargaining unit member enrolls in the HRA Plan during the 2020-2021 and 2021-2022 school years, the District will pay 95% of such coverage for the individual, two-person or family plan, and MTA bargaining unit members will pay 5% of such coverage.

Starting June 30, 2022, the health insurance premium contributions for the HRA Plan will be changed so that the District will pay 93% of such coverage for the individual, two-person or family plan, and MTA bargaining unit members will pay 7% of such coverage.

Unit members hired on or after September 15, 2021 shall be responsible for paying a 10% contribution to the HRA plan. Unit members hired on or after September 15, 2021 shall pay 20% of the ALT PPO plan.

3. If both husband and wife are employed by the District, and both are eligible for health insurance coverage, the District will provide one health insurance plan for both. The respective family will pay premiums as follows:

2021-2025                      6%

4. **Teaching Assistants**

Notwithstanding the above, teaching assistants shall pay 15.5% for the ALT PPO plan and 5% for the HRA Plan until June 30, 2022. Commencing July 1, 2022 teaching assistants shall pay 7% for the HRA plan.

5. **Dental Insurance**

The District shall provide current MTA members the option of participating in the Delta Dental plan currently offered to MTA members or the CSEA Sunrise Dental Plan(s) at the MTA members' option, provided that the District shall only be responsible for payment of an amount equal to eighty eight percent (88%) of the premium cost of the Delta Dental Plan, regardless of which plan an MTA member selects. Each MTA member shall be responsible for the remainder cost associated with the Delta Dental or CSEA Sunrise Dental Plan(s) whichever the MTA member chooses.

The District shall make available to any MTA retiree (including those which retire on or by July 1, 2020) at his/her own cost, the Delta Dental Plan and/or the CSEA Sunrise Dental Plan(s) at his/her option. The District shall provide no payment toward the cost of such plan(s) for any retiree. The total cost for such insurance for retirees shall be borne by the retiree.

6. **125 Flex Spending**

The District has established a cafeteria plan pursuant to United States Internal Revenue Code Section 125 that shall be utilized for premium payments for District provided insurance, unreimbursed medical expenses, and childcare expenses.

The District agrees to allow the maximum monetary amount allowable by law to be withheld in the Flex Spending accounts.

At the end of the fiscal year, members participating in the Flex spending for unreimbursed medical expenses may roll over up to \$500 into the next fiscal year. Any monies over \$500 will be forfeited as outlined in the plan.

The District agrees to provide a flex spending debit card and assume the cost for such benefit.

The Association may select representatives to sit on a committee with District representatives to review any changes in plan administrators. However, the final decision regarding the selection of any plan administrator shall be at the discretion of the Board of Education.

**7. Health Insurance in Retirement**

The District agrees to provide health insurance to retired Unit members and will pay 75% of the premium cost for an individual and 35% of the dependent coverage in the basic insurance plan for all retirees. A retiree may leave and return to District coverage only once in retirement.

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

**8. Health Insurance Buyout**

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

Individual	\$1,500
Two-person	\$2,500
Family	\$3,000

b. Employees who wish to waive health insurance coverage must provide written notice to the District's Business Office, each year, on or before June 1 of his/her desire to waive coverage effective July 1. Such written notice must be accompanied by proof that the employee has alternate health insurance coverage.

c. An employee who has waived coverage may, during any given school year, opt back into the District's health plan due to a change of circumstances resulting in a loss of alternate coverage. The times and procedures for opting back in shall be governed by the rules and regulations of the District's insurance carrier.

d. All payments required under this Article will be made in four payments, less any required deductions. The four payments will be made in the first paycheck in November, the first paycheck in February, the first paycheck in April, and the last paycheck in June.

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

**ARTICLE XXIV  
DUES DEDUCTION**

1. The District agrees to deduct from the salaries of members of this unit dues for the Mechanicville Teachers Association and its affiliates as said teachers individually and voluntarily authorize on forms provided by the Association. Such deduction shall be made in twenty (20) equal installments per year. The District further agrees to transmit such dues withheld to the Association biweekly. Members of this unit hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this article and relieve the District and all its officers from any liability therefor.
2. The Association shall notify the District by September 15 of each year as to the total amount of dues to be deducted for each individual and shall give the District thirty (30) days’ notice prior to the effective day of any change in the rate of membership dues.
3. The District agrees to deduct from the salaries of members of this unit, upon written notification by the unit member, an amount specified by the unit member. This amount shall be deducted from each salary payment unless the District is notified to the contrary, in writing, by the unit member.

**ARTICLE XXV  
DURATION OF AGREEMENT**

The provisions of this Agreement shall become effective as of July 1, 2021 and continue in effect through June 30, 2025. The terms and conditions of employment set forth in this Agreement are available solely to those bargaining unit members who are employed by the District on the date that this Agreement is fully executed by both parties hereto.

**ARTICLE XXVI  
TEACHER ASSISTANTS**

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

**APPENDIX A  
MASTERS SALARY SCHEDULE**

BA with Master's in step, 2% year one, 1% years two and three

Step	21-22	22-23	23-24	24-25
1	\$46,296	\$47,222	\$47,694	\$48,171
2	\$47,889	\$48,847	\$49,335	\$49,829
3	\$49,537	\$50,528	\$51,033	\$51,543
4	\$51,036	\$52,057	\$52,577	\$53,103
5	\$52,807	\$53,863	\$54,402	\$54,946
6	\$54,634	\$55,727	\$56,284	\$56,847
7	\$56,324	\$57,450	\$58,025	\$58,605
8	\$58,482	\$59,652	\$60,248	\$60,851
9	\$60,508	\$61,718	\$62,335	\$62,959
10	\$62,505	\$63,755	\$64,393	\$65,037
11	\$63,330	\$64,597	\$65,243	\$65,895
12	\$64,853	\$66,150	\$66,812	\$67,480
13	\$67,125	\$68,468	\$69,152	\$69,844
14	\$69,477	\$70,867	\$71,575	\$72,291
15	\$71,911	\$73,349	\$74,083	\$74,824
16	\$74,394	\$75,882	\$76,641	\$77,407
17	\$77,029	\$78,570	\$79,355	\$80,149
18	\$79,928	\$81,527	\$82,342	\$83,165
19	\$82,695	\$84,349	\$85,192	\$86,044
20	\$84,571	\$86,262	\$87,125	\$87,996
21	\$86,145	\$87,868	\$88,747	\$89,634
22	\$87,349	\$89,096	\$89,987	\$90,887
23	\$88,653	\$90,426	\$91,330	\$92,244
24	\$89,934	\$91,733	\$92,650	\$93,577
25	\$91,323	\$93,149	\$94,081	\$95,022
26	\$92,517	\$94,367	\$95,311	\$96,264
27	\$93,609	\$95,481	\$96,436	\$97,400
28	\$95,216	\$97,120	\$98,092	\$99,072
29	\$97,729	\$99,684	\$100,680	\$101,687
30	\$100,530	\$102,541	\$103,566	\$104,602

**APPENDIX A  
BEHAVIOR SPECIALIST SCHEDULE**

Behavior Specialist

Step	21-22	22-23	23-24	24-25
1	\$43,518	\$44,389	\$44,833	\$45,281
2	\$45,032	\$45,933	\$46,392	\$46,856
3	\$46,606	\$47,538	\$48,013	\$48,493
4	\$48,046	\$49,007	\$49,497	\$49,992
5	\$49,735	\$50,730	\$51,237	\$51,750
6	\$51,483	\$52,513	\$53,038	\$53,569
7	\$53,100	\$54,162	\$54,704	\$55,251
8	\$55,164	\$56,267	\$56,830	\$57,398
9	\$57,103	\$58,245	\$58,827	\$59,415
10	\$59,014	\$60,194	\$60,796	\$61,404
11	\$59,804	\$61,000	\$61,610	\$62,226
12	\$61,259	\$62,484	\$63,109	\$63,740
13	\$63,429	\$64,697	\$65,344	\$65,998
14	\$65,676	\$66,989	\$67,659	\$68,336
15	\$68,006	\$69,367	\$70,060	\$70,761
16	\$70,372	\$71,779	\$72,497	\$73,222
17	\$72,900	\$74,358	\$75,102	\$75,853
18	\$75,679	\$77,192	\$77,964	\$78,744
19	\$78,323	\$79,889	\$80,688	\$81,495
20	\$80,124	\$81,727	\$82,544	\$83,369
21	\$81,613	\$83,246	\$84,078	\$84,919
22	\$82,773	\$84,428	\$85,273	\$86,125
23	\$84,012	\$85,693	\$86,549	\$87,415
24	\$85,244	\$86,949	\$87,819	\$88,697
25	\$86,565	\$88,297	\$89,180	\$90,071
26	\$87,999	\$89,759	\$90,657	\$91,564

## **BEHAVIOR SPECIALIST**

Article I – Shall apply

Article II – Shall apply

Article III – Sections 3, 4, 5 shall apply

Article IV – Sections A, B, E, shall apply

Article V – Shall apply

Article VI – Shall apply

Article VII – Shall not apply

Article VIII – Shall not apply

Article IX – Shall not apply

Article X – Shall not apply. The district agrees to a committee to develop an appropriate evaluation tool, which will be made up of three association members and three members of the District's administrative staff.

Article XI – Shall not apply.

Article XII – Shall not apply

Article XIII – Shall not apply

Article XIV – Shall not apply, 1 unassigned period per week

Article XV – Shall not apply

Article XVI – Shall not apply. Behavioral specialists work 8 hours/day, 40 hours/week.

Article XVII – Shall not apply

Article XVIII – Shall not apply

Article XIX – Shall apply

Article XX – 1, 2, 3 shall apply

Article XXI – Shall apply

Article XXII – 1a, 2, 4 and 5 shall apply, 7(a) shall apply, 10 shall apply

Article XXIII – Shall apply

Article XXIV – Shall apply

Article XXV – Shall apply.

Article XXVI – Shall not apply

Article XXVII – Shall apply



**APPENDIX B  
MECHANICVILLE PUBLIC SCHOOLS  
STIPENDS – SCHEDULE B**

Title	Stipend
Faculty Athletics Manager	\$8,500.00
CSE Chairperson	\$13,360.00

CATEGORY 1	Salary
Varsity Baseball	\$4,750.00
VB Basketball	\$4,750.00
VG Basketball	\$4,750.00
Varsity Football Head Coach	\$4,750.00
VB Soccer	\$4,750.00
VG Soccer	\$4,750.00
V Softball	\$4,750.00
V Indoor	\$4,750.00
V Outdoor	\$4,750.00
V Volleyball	\$4,750.00
V Wrestling	\$4,750.00

CATEGORY 2	Salary
V Golf	\$3,750.00
VB Bowling	\$3,750.00
VG Bowling	\$3,750.00
V CC	\$3,750.00
VFB Asst	\$3,750.00
JV FB (2)	\$3,750.00
JV Baseball	\$3,750.00
JVB Basketball	\$3,750.00
JVG Basketball	\$3,750.00
JV Softball	\$3,750.00
Track Asst	\$3,750.00
Track Asst	\$3,750.00
JVB Soccer	\$3,750.00
JVG Soccer	\$3,750.00
JV Volleyball	\$3,750.00

CATEGORY 3	Salary
JV Golf	\$3,250.00
F Cheer	\$3,250.00
W Cheer	\$3,250.00
M Baseball	\$3,250.00
G7B Basketball	\$3,250.00
G7G Basketball	\$3,250.00
G8B Basketball	\$3,250.00

G8G Basketball	\$3,250.00
Assistant Football (2)	\$3,250.00
MB Soccer	\$3,250.00
MG Soccer	\$3,250.00
Mod Softball	\$3,250.00
Mod Track	\$3,250.00
Mod Track	\$3,250.00
Mod Volleyball	\$3,250.00
Pre-Season	
VFB Head Coach	\$2,100.00
VFB Ass't Coach (2)	\$1,900.00
V Soccer (2)	\$2,100.00
JV Soccer (2)	\$1,900.00
Cross Country	\$2,100.00
V Golf	\$1,700.00
JV Golf	\$900.00
V Volleyball	\$2,100.00
JV Volleyball	\$1,900.00

Strength	\$2,000.00
MS Yearbook	\$1,500.00
Newspaper/Newsletter	\$1,500.00
12 Advisor	\$2,500.00
Student Council	\$2,000.00
6 Advisor	\$1,200.00
7 Advisor	\$1,200.00
8 Advisor	\$1,200.00
9 Advisor	\$1,200.00
10 Advisor	\$1,200.00
11 Advisor	\$1,200.00
Sci Chair	\$1,500.00
SS Chair	\$1,500.00
Math Chair	\$1,500.00
ELA Chair	\$1,500.00
PE Chair	\$1,500.00
SADD	\$1,250.00
Drama (2)	\$2,500.00
DC	\$1,000.00
NHS-All	\$1,750.00
HS Year Pub	\$3,500.00
HS Year Fin	\$1,750.00
Ski Club	\$600.00
Chaperone/Hr.	\$26.73
Tutoring/Hr.	\$39.66
Prof. Comp/Hr.	\$50.19
AD Stipend	\$13,985.00

College Level/AP Course	\$496.00
Elementary School STEM Club	\$175.00
Elementary School Service Club	\$175.00
Unified Sport	\$3,250.00
High School Art Club	\$175.00
Junior High Student Council	\$2000.00
Junior High STEM Club	\$175.00
Elementary Music Stipend	\$850.00
Mentoring	\$1,000.00
Impact Coaching	\$2,000.00

**APPENDIX C TEACHING ASSISTANTS  
APPLICABLE CONTRACT PROVISIONS**

Article I – Shall apply

Article II – Shall apply

Article III – Shall apply

Article IV – Sections A, B, D, E shall apply

Article V – Shall apply

Article VI – Shall apply

Article VII – Shall not apply

Article VIII – Shall not apply

Article IX – Shall not apply

Article X – Shall not apply. The district agrees to a committee to develop an appropriate evaluation tool, which will be made up of three association members and three members of the District's administrative staff.

Article XI – Shall not apply

Article XII – Shall not apply, 1d,3,5, 6 shall apply

Article XIII – Shall not apply

Article XIV – Shall not apply. Teaching Assistants shall receive five unassigned periods per week

Article XV – 1b, 1c, 1d, apply 1a is 30 days' notice.

Article XVI – Shall apply

Article XVII – Only 4(c) shall apply

Article XVIII – Shall not apply.

Article XIX – Shall apply

Article XX – Shall apply. TA's shall be compensated for all attendance at all required meetings scheduled beyond their regular work day at time and a half

Article XXI – Shall apply

Article XXII – 1a, 1c, 1d, 5, 7a, 7c, 9, 10 shall apply; 1b, 2, 3, 4, 6, 7b, 7d, 8 shall not apply

Article XXIII - Shall apply

Article XXIV – Shall apply

Article XXV – Shall apply.

Article XXVI – Shall apply

**TEACHING ASSISTANTS'  
SALARY SCHEDULE**

Teaching Assistants who have attained Level III certification shall have their salary increased \$800 annually, commencing in the 2021-22 school year.

**Teacher Assistant Salary Schedule**

Step	21-22	22-23	23-24	24-25
1	\$22,422	\$22,870	\$23,099	\$23,330
2	\$23,198	\$23,662	\$23,899	\$24,138
3	\$23,987	\$24,467	\$24,711	\$24,959
4	\$24,832	\$25,329	\$25,582	\$25,838
5	\$25,664	\$26,177	\$26,439	\$26,703
6	\$26,566	\$27,097	\$27,368	\$27,642
7	\$27,454	\$28,003	\$28,283	\$28,566
8	\$28,398	\$28,966	\$29,256	\$29,548
9	\$29,384	\$29,972	\$30,271	\$30,574
10	\$30,399	\$31,007	\$31,317	\$31,630
11	\$31,736	\$32,371	\$32,694	\$33,021
12	\$32,182	\$32,826	\$33,154	\$33,485
13	\$34,104	\$34,786	\$35,134	\$35,485
14	\$34,648	\$35,341	\$35,694	\$36,051

**APPENDIX D  
BUILDING SCHEDULE**

<b>Building</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>
Jr/Sr High Prof /PLC+ time	<b>7:30-8:07</b>	<b>7:30-8:07</b>	<b>7:30-8:07</b>	<b>7:30-8:07</b>	<b>N/A</b>
Meeting Minutes	37	37	37	37	0
TEACHER WORK DAY	<b>7:30-2:37</b>	<b>7:30-2:37</b>	<b>7:30-2:37</b>	<b>7:30-2:37</b>	<b>8:07-2:37</b>
STUDENT DAY	<b>8:10-2:37</b>	<b>8:10-2:37</b>	<b>8:10-2:37</b>	<b>8:10-2:37</b>	<b>8:10-2:37</b>
Instructional Periods	5+1 Ind. Study	5+1 Ind Study	5+1 Ind Study	5+1 Ind Study	5+1 Ind Study
Non-instructional: 1 class period for lunch, 1 period teacher directed planning time, 1 professional period					
<b>Elementary Professional /PLC + Time</b>					
	<b>8:33-3:30</b>	<b>8:33-3:30</b>	<b>8:33-3:30</b>	<b>8:33-3:30</b>	<b>N/A</b>
Meeting Minutes	37	37	37	37	0
TEACHER WORK DAY	<b>8:33-3:30</b>	<b>8:33-3:30</b>	<b>8:33-3:30</b>	<b>8:33-3:30</b>	<b>9:10-3:30</b>
STUDENT DAY	<b>9:15-3:30</b>	<b>9:15-3:30</b>	<b>9:15-3:30</b>	<b>9:15-3:30</b>	<b>9:15-3:30</b>
Daily-30 minute duty free lunch, 40 consecutive minutes for teacher directed planning time between 9:15-3:30.					
<p>Monday and Wednesday is Teacher Directed Professional Time            Tuesday and Thursday is PLC+ Time            There shall be 2 faculty meetings each month, one from PLC+ and one from Professional time            Should either meeting be canceled, that time goes back to the teacher for their professional use            Professional Planning time shall be utilized for items such as: Team planning (grade level/dept, SpEd, PPS) Wellness, student support, parent conference/communication, micro-credentialing study time, committee meetings.</p>					

## **Appendix E**

### **Online Courses/Virtual instruction**

#### **I. GENERAL**

The purpose of Virtual Instruction/APEX is to accommodate students and MTA members the ability to participate in regular class instruction while allowing for additional course options for students on an independent basis.

The parties acknowledge and confirm that participation in the Virtual Instruction shall not be used by the District to argue that the MTA may have waived any rights that may exist to the exclusivity of bargaining unit work.

The teaching of Virtual Learning courses will be voluntary and offered based on qualifications, certification, experience, availability, within each tenure area.

#### **II. NO REDUCTION IN FORCE**

No member of the MTA in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the courses provided by the Virtual Instruction. Unless mutually agreed upon, there shall be no Virtual Instruction offered in a tenure area that suffers a reduction in staff for any reason. (For example: If courses in the teacher's same tenure area are available to MCSD students over Virtual Instruction, then the District agrees that those courses which fall under the teacher's tenure and certification area will be offered to fill out the teacher's schedule to therefore prevent a reduction.)

#### **III. TRAINING**

The parties agree that training for participants will be provided as necessary for the program and its operation. The cost(s) of training shall be established and borne by the District, as agreed to in the Agreement. When a teacher accepts a voluntary assignment to develop or modify curriculum for a course to be offered through Virtual Instruction, the teacher shall be compensated for his/her services according to the Agreement. Additionally, when a teacher accepts the Virtual Instruction, they shall be entitled to no less than 6 hours of curriculum development hours to be completed during the summer prior to the new course of instruction. Additional hours will be at the discretion of the District.

#### **IV. AUDIO-VIDEO RECORDINGS**

Any program delivered from this District for the purpose of educating children shall be taught by a qualified MTA member. Due to interactive nature of the technology, the transmission should be live. Subsequent use of taped recordings of live transmission should be used solely for instructional purposes and not for evaluative purposes.

Any audio-visual recordings of the classes made in the District are the property of the District and shall make such recordings available for the teacher's personal professional,



non-commercial use. No future use of such recordings can be used by the District for any purpose without the agreement of the MTA.

No other participating parties shall make any audio-visual recordings without the knowledge and permission of the host Teacher. It is expected that the makings of recordings will be solely for the purpose of aiding students enrolled in the course.

It is the expectation that participating students shall participate during the live instruction, and shall only be able to access the recorded lesson after an approved absence by the District.

**V. SCHEDULING**

The time of transmission will be determined by the District within the normal confines (per the Agreement) of the daily schedule of classes.

The intent of the parties is to provide Virtual Instruction programs that will not result in the undue fragmentation of adjacent class periods in which such students are enrolled.

**VI. MAINTENANCE**

The virtual teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson, or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities should be minimal, and appropriate training provided.

**VII. CLASS SIZE**

Virtual Instruction classes shall be in accordance to class size ranges listed in the Agreement.

**VIII. SUBSTITUTES**

In the event of the Virtual teacher's absence, the District shall be expected to provide a certified substitute when it elects to transmit.

**IX. TEACHER EVALUATION**

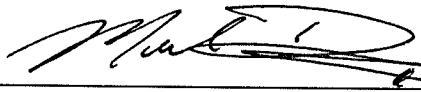
Teachers will not be observed or evaluated during Virtual Instruction delivery, without voluntary, written approval from the teacher, unless no other observation options exist. Any complaint with respect to the Host teacher's performance shall be made known to the Host teacher within two school days by his/her building principal.

**STATUTORY NOTICE**

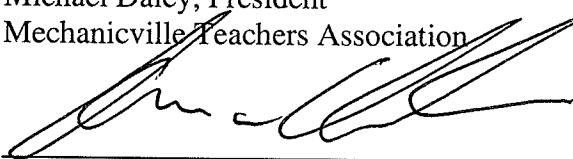
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR; SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 204-a, CIVIL SERVICE LAW

In witness of this Understanding we have affixed our signatures:

  
\_\_\_\_\_  
Michael Daley, President  
Mechanicville Teachers Association

3 / ~~27~~ \_\_\_\_\_ 2022  
Date

  
\_\_\_\_\_  
For the District  
Mechanicville City School District

3/29/2022 \_\_\_\_\_ 2022  
Date