

2017-2022 BTG Contract

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PREAMBLE

This Agreement is made and entered into on May 23, 2017, effective July 1, 2017, by and between the Board of Education of the Mount Pleasant Blythedale Union Free School District (hereinafter called the “Board”) and Blythedale Teachers’ Group (hereinafter called the “BTG”) pursuant to Article 14 of the Civil Service Law.

ARTICLE I – RECOGNITION

The Board recognizes the BTG, Local 3673, NYSUT, AFT, AFL-CIO, as the exclusive representative of the teachers, school counselor, school psychologist, teaching assistants and teacher aides, employed by the Board. Permanent, full-time or part-time substitute teachers and teaching assistants who have been appointed by the Board are recognized to be members of the bargaining unit. A teacher who is hired in a “leave replacement” position for a period intended to be more than 6 months will be hired under the Collective Bargaining Agreement and receive all rights and protections thereunder.

This excludes other hourly and temporary part-time teachers and teaching assistants (except as noted in the next paragraph), (including leave replacement teachers hired for less than 6 months), summer school employees, administrative personnel, teacher interns and apprentices, non-teaching positions and non-school employees.

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

ARTICLE II - BTG RIGHTS

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

- H. Attendance at Court or PERB – Members of the bargaining unit shall be permitted leave time off without loss of pay to attend court or PERB hearings related to negotiations. This right shall be limited to members of the bargaining unit who are officers of the BTG and may include up to two additional persons who are not officers.
- I. Meetings with Administration - Meetings may be scheduled between the Superintendent or designee and representatives of the BTG to discuss matters of mutually agreed upon concerns. Any particular meeting may be cancelled by mutual agreement of the Superintendent and the BTG.
- J. Union Leave – Four days leave each school year will be granted to the BTG for a person (or persons) it designates for the purpose of conducting union business. Notice of such leave shall be given by the BTG president to the Superintendent at least three (3) days prior to the day of leave except in the event of an emergency. These days are not to exceed more than four (4) teacher days per year unless the BTG reimburses the costs of substitutes for those persons so designated to conduct union business. The Executive Board will regulate the use of these four days.

ARTICLE III – DUES DEDUCTIONS

- A. The Board agrees to deduct from salary, payments due from the members of the Bargaining unit and remit to the Treasurer of the BTG membership, dues as authorized by any member of the unit in a written, signed document filed with the Board. Such authorization shall be continuous unless revoked in writing.
- B. The BTG will certify to the Administration in writing the current rate of its membership dues. If the BTG changes the rate it will so notify the Administration in writing thirty (30) calendar days prior to the effective date of the change.
- C. Administration will be responsible to notify the BTG secretary and treasurer, in writing, of new hire start dates and exiting staff end dates each month.
- D. All dues authorized to be deducted by documents received by or on file with the Board by September 1 in any school year shall be deducted in equal installments, or as equal as possible, beginning with the first pay period in September and continuing for a total of twenty (20) pay periods. For authorizations received after September 1, deductions shall be made in the same manner during the remaining pay periods.
- E. The dues shall be remitted by the Administration to the Treasurer of the BTG within ten (10) school days after the end of each of the twenty (20) pay periods.
- F. The Administration is relieved of any responsibility for such monies after transmittal to the BTG.

ARTICLE IV - TEACHER RIGHTS

- A. Summer School – In the event the Board should run a summer school, the employment of school-year teachers for the summer program will be at the discretion of the Board. Attendance and classroom performance are among the factors that will be considered for employment. However, school-year teachers will be given preference.

- B. Seniority Lists – Seniority lists will be prepared September 1 and February 1 and will be posted on the bulletin boards in the Superintendent’s and Principal’s outer offices.
- C. Notification to Probationary Teachers – A probationary teacher shall be notified if his or her employment is not to be continued at least sixty (60) calendar days before the end of the first, second, or third year of employment and at least seventy-five (75) calendar days before the end of the fourth year of employment.
- D. Reimbursement for Damage or Destruction of Clothing or Personal Property – The Board shall reimburse a teacher in the amount of up to \$75 per incident for the repair or replacement of clothing or personal property such as glasses which are normally worn or brought into school and damaged during the execution of job responsibilities.
- E. Right to Representation - Teachers may bring a local union representative with them to meetings with the administration when the Superintendent advises the teacher that the meeting will be a disciplinary one. The Superintendent’s decision as to whether or not the meeting is disciplinary will be final and not subject to grievance.

ARTICLE V – TEACHER WORK YEAR

- A. Work Year and Work Day
 - 1. The work year may begin prior to September 2, by mutual agreement of administration and BTG in conjunction with provision of one (1) full week break in February if practicable. The BTG will meet with Administration by January of each year to develop a proposed calendar for the subsequent year. The team will review calendars from NYC, SW BOCES, comparable communities and other Special Act School Districts. The Superintendent of Schools shall consult with the Union prior to the finalizing the dates for calendars covered under this contract. The school year shall have no more than one hundred, eight six (186) teacher days. Any unused emergency days may be declared holidays at the discretion of the Superintendent. New teachers will report up to three (3) days before the start of their employment for orientation at the discretion of the Superintendent and/or the Principal.
 - 2. The work day shall be 7 hours and 15 minutes and shall run from 8:15 a.m. to 3:30 p.m. except when the performance of professional obligations requires additional time. Teachers may leave at 3:15 p.m. on Fridays as long as students have left the classroom and are properly supervised. Teachers may be required to remain in building to support in extreme circumstance (i.e. medical emergencies).
 - 3. There shall be a 45-minute duty-free lunch period during which the teachers may leave the grounds.
 - 4. Teachers may be required to attend one (1) regularly scheduled meeting per month after the workday, such meetings will be held on the first Monday of each month and may be 1 ½ hours in length. The meeting can be held on a different Monday with five (5) days advance notice. Teachers may be required to attend 1 additional meeting per month after the workday, seven

(7) of which may be 1 ½ hours in length and three (3) of which may be 45 minutes in length.

5. Teachers will be informed in writing of their tentative assignment for the following year by letter mailed August 15 and will have the opportunity to discuss such assignment with supervisory personnel. For the purposes of this section, “assignment” is defined as elementary special education, secondary special education, content area and/or special assignment. Elementary special education assignments will include age and grade of students when possible. Secondary special education assignments will include subject areas. Teachers may call in for their room assignments one (1) week prior to the opening of school.

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

6. a. Teachers will have at least one (1) duty-free preparation period during each student day. Preparation periods shall be not less than 40 consecutive minutes. No more than one mandatory group program planning meeting will be scheduled during teacher prep time in a given month.
6. b. Part time teachers whose terms of employment require that they work less than a full day shall have their duty-free preparation periods prorated to reflect the percentage of their contractual workday. This prorated period shall not be less than 20 minutes daily.

B. IEP (Individualized Educational Plan) and Progress Report Days

Teachers will be released for two (2) days per year for the purpose of writing Alternate Assessments and updating or writing IEPs and progress reports. Prior to requesting formal IEP days, consideration of an alternative with an administrator will take place that satisfies teacher and school program.

ARTICLE VI – OBSERVATION, EVALUATION AND TEACHER FILES

A. Observation and Evaluation

1. All evaluations must be conducted by an evaluator who has been trained to implement the agreed upon rubric (the District will use the Charlotte Danielson’s Framework for Teacher 2011 as the district wide rubric).
2. All observations will be openly conducted.
3. Probationary teachers shall be observed by a member of the Administrative Staff.
 - I. Teachers will be given at least two (2) weeks’ notice of the formal observation.
 - II. A pre-observation meeting will be conducted prior to all formal observations.
 - III. All observations will be conducted openly.
 - IV. All observations shall be recorded in writing and a copy given to the teacher within five (5) school days after the observation.

- V. Within five (5) school days after giving the teacher a copy of this observation, the evaluator will arrange for a conference between the evaluator and the teacher to discuss the evaluation. Any changes may thereafter be agreed upon.
 - VI. A teacher may submit a written response, within ten (10) school days of the post-observation conference, which shall be attached to the file copy of the report in question.
- 4. All tenured teachers will be observed.
 - I. The formal observation will be announced at least two weeks prior to the observation, and will include pre-observation and post-observation conferences.
 - II. The informal observation does not need to be announced prior to initiating the observation; however the teacher will be informed at the time of visit of the administrator's reason for the visit.
 - 5. In preparation for end of year evaluations, each staff member must complete the Danielson Scoring Rubric. The summative score for each teacher will be reflected on the summative evaluation form.

*The number of observations will comply with state mandates and be reflected in the District APPR (Annual Professional Performance Review). The parties have negotiated and will continue to negotiate, as required, an Annual Professional Performance Review (APPR) Plan. The most recent version of the APPR Plan will be available to the bargaining unit members via the Districts' internal computer network. The APPR will not be subject to the grievance procedure of the contract. Bargaining unit members will have access the appeals process contained within the APPR Plan.

B. Teacher Files

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

ARTICLE VII - NOTIFICATION OF ABSENCE AND SUBSTITUTE PROCEDURES

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

Intern substitutes will provide classroom coverage. Teachers are required to maintain updated plans that are required to support coverage.

ARTICLE VIII – COMPENSATION & PROFESSIONAL GROWTH

- A. There will be one salary scale for all employees. The teacher’s salary schedules for each school year from 2017-2018 through 2021-2022 are attached hereto as appendices and will include the following increments:

2018-2019	2%
2019-2020	2%
2020-2021	2%
2021-2022	1%

In the 2017-2018 school year, teacher step movement will reflect movement equitable to their 2016-2017 position on scale to accommodate for steps added to the scale. Teachers hired prior to 2012 will be placed on new scale two steps beyond their current step except MA18, MA19, and MA +60/20. Those teachers will be moved one step beyond their current step. MA +15/24 will receive beyond scale compensation equitable to all staff hired prior to 2012 and placed on the 2012 scale and moved to new scale. However with the reduction of new scale, this places MA+15/24 2 years beyond scale beginning the 2017-2018 school year. Teachers hired after 2012 will move two steps to accommodate new scale (2017-2018) plus one step for annual movement. Teachers beyond the new scale, except MA+15/24, will receive an increment of 3.0%.

For the years 2018-2022, Career Increments for those staff beyond the salary scale will be reflected as follows:

- *1-8 Years beyond scale= Base +2.5%
- *9+ Years beyond scale = Base +2.25%

Career Increment includes members beyond scale who will receive a yearly increase on their base salary. Increments will be based on years beyond scale and continue to be added to each year’s base salary.

If ETTG (Excessive Teacher Turnover Grant) funds are available, they will be distributed per eligible codes. Newly employed teachers will be deemed eligible for ETTG money upon award of tenure.

- B. Summer School

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

2017-2018	\$268
2018-2019	\$272
2019-2020	\$276
2020-2021	\$281
2021-2022	\$286

Summer school teachers who are not members of the Blythedale Teachers Group will be paid a per diem rate as follows for each year of this contract.

2017-2018	\$190
2018-2019	\$192
2019-2020	\$194
2020-2021	\$196
2021-2022	\$198

C. Courses Taken for Salary Schedule Credit

1. Courses taken for salary schedule credit must be reasonably relevant to the service to be rendered to the School District and must be pre-approved by the Superintendent. Courses not related to the teacher’s current assignment may be approved if there is benefit to the School District, e.g. courses that support improving teacher’s skills across multiple grade level positions within the district, team leadership, addressing current and up to date topics and trends in education, etc. Courses approved for salary lane movement **may** address conflict/stress, pedagogy/content, classroom management, teacher communication strategies for educating diverse learners (e.g. ELL, sign language, etc.) At the sole discretion of the Superintendent, other course credits may be credited towards lane movement if course is not available on a graduate level.

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

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

3. Lane Movements

- a. Effective 07/01/2017, unit members shall only be eligible to advance into the next lane (15 credits) on the salary schedule once every two years.
- b. In the first, second and third year of pre-tenure service there is a limit of 15 credits, which can be accumulated.
- c. Lane movement from 45 to 60 will be a lateral movement (not inclusive of a step).
- d. Career Increments: Members earning career increments will continue to be eligible for lane changes. Lane change salaries will be calculated by adding the lane change percentage increment to the member’s base salary in the year in which they are eligible as defined for all other lane changes.

D. In each year of this agreement, an additional increase may be considered by the Board should financial conditions allow. Such increase, if any, shall be at the sole discretion of the Board in each year of this agreement.

E. Any additional monies provided by the state as a result of special legislation where distribution is not specifically directed, shall be negotiated.

ARTICLE IX – LEAVE ALLOWANCE

Each teacher will receive a quarterly accounting of days absent from school. Absences will be categorized by leave allowance type.

- A. Sick Leave – Fifteen (15) days sick leave will be granted each year to full-time, 10-month employees. Part time employees will be granted a pro-rated number of days, except as noted below for new employees:

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

Unused sick leave may accumulate to two hundred (200) days. A teacher who leaves school after 11:30 a.m. by reason of illness will only be charged ½ day sick leave for that day.

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

1. Absent for three (3) or more consecutive days.
2. A pattern of abuse has been demonstrated (i.e. excessive absences before/after weekends, holidays).
3. medical clearance for returning to work is needed.

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

- B. Sick Leave Bank – An emergency sick leave bank shall be established to provide protection against the economic effects of a long-term illness. A joint committee composed of two (2) school district representatives and two (2) BTG officers will administer the sick leave bank. This will insure proper management of sick leave bank including employee contributions, requests for claims and management of bank balance. To this end, the following is provided:

1. All Teachers must have been awarded tenure in order to be eligible to participate in the sick bank. Teachers who wish to participate must contribute three (3) days within 30 days of their tenure appointment. The School District shall contribute two (2) days for each member once the initial contribution is made.
2. Eligible teachers, who make contributions, will indicate their willingness to participate in the bank by written consent by October 1st or within 30 days of their tenure appointment. If contributions are not made when tenured, staff member may submit a written request to the sick leave committee at a later date. However, these members may not submit days solely for the purpose of accessing sick bank within the same year.
3. The sick leave bank may be utilized by an eligible teacher only when all of the following conditions have been met: (a) the illness is of extended duration; (b) the teacher has already been absent by reason of such illness for a minimum of

fifteen (15) consecutive school days; (c) the teacher has already exhausted all of his or her individual sick leave accumulation; (d) the teacher is not permanently incapacitated from teaching; and (e) the teacher has contributed the required three (3) days to the sick leave bank, (f) the teacher has been awarded tenure, (g) the teacher has responsibly utilized their sick leave.

4. The sick leave bank committee will require medical certification of illness before authorizing utilization of sick leave bank days. In the event of a disagreement, a doctor agreed to by both sides shall render a decision as to whether or not the teacher is able to work. Such decisions by both a physician and the sick bank committee are final and not subject to the grievance procedure.

5. A person who is collecting from the bank at the end of the school year, whose illness extends to the following school year, must reapply to the bank if still medically eligible.

6. The sick leave bank shall provide full pay and benefits for a maximum period of up to one hundred (100) days. After this period, the member may have the opportunity to reapply for 15-day blocks of additional time upon approval of the committee, up to a maximum of sixty (60) additional days.

7. A teacher who has been granted such leave from the bank who subsequently returns to teaching at Mt. Pleasant Blythedale shall not be eligible to apply for the sick leave bank for a period of twelve (12) months from the date of return, unless the illness is related to the previous illness.

8. Sick leave days will be used only for days that fall within the regular 10-month school year calendar (between the first and last day of school).

9. Should the total days in the bank fall below one hundred (100) days staff may volunteer to contribute one additional day during the course of a school year thus replenishing the bank.

10. Unused days may be left in the bank each year to accumulate.

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

In the event of the death of a staff member’s brother-in-law, sister-in-law, aunt, and uncle, up to two (2) day’s absence may be approved for attendance at the funeral. Other incidents shall be at the discretion of the Superintendent.

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

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

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

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

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

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

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

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

H. Leaves of Absence Without Pay – Members of the BTG are eligible for FMLA (Family Medical Leave Act) benefits under the Board of Education Policy #6551. The full scope of FMLA protections and rights remain available to all employees if they meet the hours of service requirement. Employee paid health benefits are available immediately for all Leaves of Absence Without Pay that are not classified “FMLA”.

1. Child-Care Leave – Child-care leave shall be granted for the purpose of caring for a child following birth, adoption or placement in foster care for up to twenty-four (24) months. Such leave must commence within the first year following such event. A request for such leave must be given to the Superintendent in writing at least thirty (30) calendar days before the leave is to commence whenever possible, or at the earliest practical time if

circumstances beyond the employee's control so require. A teacher on child-care leave must inform the Superintendent in writing by April 1 of the previous school year whether or not the teacher intends to return in September. Failure to so inform the Superintendent shall be deemed an abandonment of the teacher's position and the teacher's services will be terminated by the Board.

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

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

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

ARTICLE X – INSURANCE

Effective September 2012, the Board will no longer provide benefits to any teacher employed for less than full time.

- A. Group Health Insurance – The Board shall pay the full cost of individual and family health insurance for full-time teachers hired prior to June 30, 2012. Such health insurance shall be under the Southern Westchester Schools Cooperative Health Plan in effect at the time of the execution of this Agreement or under a successor plan, or a different plan chosen by mutual agreement of BTG and Administration. The Board does not guarantee that there will be no reduction in the benefits provided by such insurance but it does guarantee that there will be no material reduction.

*Eligible employees commencing employment after June 30, 2012 will pay 5% of annual premium.

*Eligible employees commencing employment after June 30, 2015 will pay 10% of annual premium.

*Eligible employees commencing employment after June 30, 2016 will pay 15% of annual premium.

- B. Dental Insurance – The Board shall pay the full cost of individual and family dental insurance for full-time teachers hired prior to June 30, 2012. The Board does not guarantee that there will be no reduction in the benefits of this plan.
 *Eligible employees commencing employment after June 30, 2012 will pay 5% of annual premium.
 *Eligible employees commencing employment after June 30, 2015 will pay 10% of annual premium.
 *Eligible employees commencing employment after June 30, 2016 will pay 15% of annual premium.
- C. Life Insurance – The Board shall pay the full cost of group life insurance for full-time teachers hired prior to June 30, 2014 and for part-time teachers hired prior to June 30, 2012, except those who commence service after June 30, 2000 must be at least .5 FTE to be eligible, said insurance to be in the face amount of 1 ¼ times the salary of the teacher rounded to the next thousand.
- D. Health Insurance Buy-out – Unit members eligible for health insurance under this agreement may voluntarily waive their right to participate in the health insurance program provided they are covered by another health plan. The election for existing members must be made by November 1 of each year, and will apply to the following calendar year beginning January 1 and ending December 31. Notification will be in writing on a form agreed to by both parties.

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

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

The Buy-Out Compensation Schedule is as follows:

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

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

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

ARTICLE XI - RETIREMENT BENEFIT

A. Tax-Sheltered Annuities

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

B. Retiree Medical and Dental Coverage

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

1. For retiring teachers hired prior to September 1, 2013, with at least fifteen (15) but fewer than nineteen (19) years of service in the District, the Board shall pay 80% of the health and dental insurance premiums for retirees choosing individual coverage, and 60% of the health and dental insurance premium for retirees choosing family coverage.
2. For retiring teachers hired prior to September 1, 2013 with at least twenty (20) but fewer than twenty-four (24) years of service in the District, the Board shall pay 85% of the health and dental insurance premiums for retirees choosing individual coverage and 65% of the health and dental insurance premium for retirees choosing family coverage.
3. For retiring teachers hired prior to September 1, 2013, with **at least twenty-five (25) years of service in the district, the Board shall pay 95%** of the health and dental insurance premiums for retirees choosing individual coverage, and 85% of the health and dental insurance premium for retirees choosing family coverage.
4. For retiring teachers **hired prior to 1990, the Board shall pay 95%** of the health and dental insurance premiums for retirees choosing individual coverage, and 90% of the health and dental insurance premium for retirees choosing 2 person/family coverage. This will sunset at end of contract (June 30, 2022).
5. For retiring teachers hired effective September 2013 and prior to 2017, with at least twenty (20) to twenty-four (24) years of service in the district; the Board shall pay 60% health **without** dental insurance premiums for retirees choosing individual coverage, and 50% health **without** dental for retirees choosing family coverage; or 55% health **with** dental for retirees choosing individual coverage, and 45% health **with** dental for retirees choosing family coverage.
6. For those teachers retirees hired effective September 2013 and prior to 2017 with at least twenty-five (25) years of service in the district; the Board shall pay 65% health **without** dental insurance premiums for retirees choosing individual coverage, and 55% health **without** dental for retirees choosing family coverage; or 60% health **with** dental for retirees choosing individual coverage, and 50% health **with** dental for retirees choosing family coverage.
7. For retiring teachers hired September 2013 and prior to 2017, with at least thirty (30) years of service in the district, the Board shall pay 70% health **without** dental for retirees

choosing individual coverage, and 65% health **with** dental for retirees choosing individual coverage; 60% health **without** dental for retirees choosing family coverage, or and 55% health **with** dental for retirees choosing family coverage.

8. For retiring teachers hired effective September 2017 and after, with at least twenty (20) to twenty-four (24) years of service in the district; the Board shall pay 50% health **without** dental insurance premiums for retirees choosing individual coverage, and 45% health **without** dental for retirees choosing family coverage; or 45% health **with** dental for retirees choosing individual coverage, and 40% health **with** dental for retirees choosing family coverage.
9. For those teachers retirees hired effective September 2017 with at least twenty-five (25) years of service in the district; the Board shall pay 55% health **without** dental insurance premiums for retirees choosing individual coverage, and 50% health **without** dental for retirees choosing family coverage; or 50% health **with** dental for retirees choosing individual coverage, and 45% health **with** dental for retirees choosing family coverage.
10. For retiring teachers hired September 2017 and after, with at least thirty (30) years of service in the district, the Board shall pay 60% health **without** dental for retirees choosing individual coverage, and 50% health **with** dental for retirees choosing individual coverage; 50% health **without** dental for retirees choosing family coverage, or and 45% health **with** dental for retirees choosing family coverage.

Current Employees Hired Before September 1, 2013	Current Employees Hired after September 1, 2013	Hires after September 1, 2017
<i>15-19 Years</i> 80% individual health/ dental 60% family/ 2 person health/ dental		
<i>20-24 years</i> 85% individual health/ dental 65% family/2 person health/ dental	<i>20-24 years</i> 60% individual health without dental (55% with dental) 50% family/ 2 person health without dental (45% with dental)	<i>20-24 years</i> 50% individual health without dental (45% with dental) 45% family/ 2 person health without dental (40% with dental)
<i>25+ Years</i> 95% individual health/ dental 85% family/ 2 person health/ dental	<i>25-29 years</i> 65% individual health without dental (60% with dental) 55% family/ 2 person health without dental (50% with dental)	<i>25-29 Years</i> 55% individual health without dental (50% with dental) 50% family/ 2 person health without dental (45% with dental)
<i>Hired Prior to 1990:</i> 95% individual health/ dental 90% family/2 person health/ dental	<i>30+ years</i> 70% individual health without dental (65% with dental) 60% family/ 2 person health without dental (55% with dental)	<i>30+ years</i> 60% individual health without dental (55% with dental) 50% family/ 2 person health without dental (45% with dental)

C. Unused Sick Days at Retirement

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

Sick leave may accumulate to a maximum of two hundred (200) days. To be eligible for this benefit, an employee shall notify the district in writing of his or her intent to retire no later than January 15th. This time period may be waived at the discretion of the Superintendent.

Employees have two options for the payment:

1. A lump sum payment to be paid directly;

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

ARTICLE XII – EMPLOYMENT ISSUES

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

Definitions:

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

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

Early departure, at 3:00 p.m. on Monday, Faculty meeting days will be charged 0.25 personal time, departure at 1:00 p.m. will be charged 0.5 personal time.

Procedure:

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

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

Early Departure:

Early departure requires prior approval of the principal and/or superintendent. Time will be charged against the appropriate leave category such as personal, sick time at no less than .25 increments, or leave without pay at no less than .25

increments of the employee per diem rate. At the discretion of the Superintendent or designee, if there are extenuating circumstances, a charge may not apply.

ARTICLE XIII – GRIEVANCE PROCEDURE

- A. Declaration of Policy – It is the declared purpose of these procedures to provide a means for orderly settlement of differences between the parties, promptly and fairly as they arise. Parties will make a sincere and determined effort to resolve all grievances in an informal way and at the earliest level possible.
- B. Definitions
1. “Grievance” shall mean a claim by a member or members of the BTG that as to them there has been a violation, misinterpretation, misapplication or inequitable application of the provisions of this Agreement.
 2. “Grievant” shall mean a member or members of the BTG having the same grievance. The BTG may bring a grievance if it affects a member or group of members and appears to have system-wide implications.
 3. “Days” when used in this Article shall mean days when school is in session.
- C. Basic Principles
1. At all stages of this procedure a BTG member shall have the right to be represented by a person or persons of his or her own choice. If such person is not an officer of the BTG, the BTG shall have the right for an officer to be present and to be heard at all stages. If the grievant is a BTG officer, they shall have the right to be represented by a person of his or her own choice. If such person is not another BTG officer, the BTG shall have the right for an additional officer to be present and to be heard at all times.
 2. All hearings shall be confidential.
 3. Hearings shall be held after the work day except by mutual agreement of the parties.
 4. Forms for filing grievances shall be developed by the parties. The Superintendent shall have the responsibility of having copies of such forms duplicated and available.
 5. The parties agree to facilitate the investigation of any grievance by making available material and relevant documents concerning the alleged grievance except as such documents may be confidential memoranda or working papers.
 6. No reference to or records of a grievance shall be placed in file of grievant.
 7. Nothing contained herein shall be construed as limiting the rights of any BTG member having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter adjusted informally without intervention of the BTG, provided the adjustment is not inconsistent with the terms of this Agreement and an authorized representative of the BTG has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

8. No interference, coercion, restraint, discrimination or reprisal will be taken by the Board or any member of the administration against the grievant, any representative of the BTG, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

D. Level I – Superintendent

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

E. Level II – Board of Education

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

F. Level III – Arbitration

1. If the grievance is not satisfactorily resolved at level II, within 15 school days after the decision of the Board the grievant or the BTG may submit the grievance to arbitration, with the selection of the arbitrator and the proceeding to be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
2. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of or alters or modifies the terms of the Agreement.
3. The decision of the arbitrator shall be binding.
4. The arbitrator's charges shall be shared equally by the parties.

ARTICLE XIV – NO-STRIKE CLAUSE

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

instigate, encourage or condone any such strike, work stoppage, or other concerted refusal to work.

ARTICLE XV – SAVINGS CLAUSE

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

ARTICLE XVI – LEGISLATIVE ACTION REQUIRED

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

ARTICLE XVII– DURATION AND NEGOTIATIONS
FOR A SUCCESSOR AGREEMENT

This Agreement shall be effective From July 1, 2017 to June 30, 2022, except where otherwise provided. It shall constitute the sole and binding agreement between the parties and shall not be altered, added to, deleted from or modified except through the voluntary and mutual consent of both parties by written and signed amendment.

On or before February 1, 2022, the parties shall exchange proposals for a successor agreement to this Agreement. On or before February 15, 2022, the parties will enter into good faith negotiations for such successor Agreement.

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

BOARD OF EDUCATION OF MOUNT
PLEASANT BLYTHEDALE UNION
FREE SCHOOL DISTRICT

President

Superintendent

BLYTHEDALE TEACHERS' GROUP

President

Chief Negotiator

TEACHING ASSISTANTS

- If and when this position is reinstated the contract will be reopened solely for the purpose of updating the CBS relevant to this position for the remainder of the contract.

A. Provisions Which Apply

The following provisions of the Agreement apply to Teaching Assistants:

1. Preamble
2. Recognition, Article I
3. BTG Rights, Article II
4. Dues Deductions, Article III
5. Grievance Procedure – Article XXIII
6. No-Strike Clause – Article XXIV
7. Saving Clause – Article XXV
8. Legislative Action Required – Article XXVI
9. Duration and Negotiations for a Successor Agreement – Article XXVII

ARTICLE XIII – TEACHING ASSISTANTS RIGHTS

- A. Summer School - In the event the Board should run a summer school, the employment of school-year teaching assistants for the summer program will be at the discretion of the Board. Attendance and classroom performance are among the factors that will be considered for employment. However, school-year teaching assistants will be given preference.
- B. Seniority Lists – Seniority lists will be prepared September 1 and February 1 and will be posted on the bulletin boards in the Superintendent’s and Principal’s outer offices.
- C. Notification to Probationary Teaching Assistants – A probationary teaching assistants shall be notified if his or her employment is not to be continued at least 60 calendar days before the end of the first or second year of employment and at least 75 calendar days before the end of the third year of employment.
- D. Reimbursement for Damage or Destruction of Clothing or Personal Property – The Board shall reimburse a teaching assistant in the amount of up to \$75 per incident for the repair or replacement of clothing or personal property such as glasses which are normally worn or brought into school and damaged during the execution of job responsibilities.
- E. Right to Representation - Teaching assistants may bring a local union representative with them to meetings with the administration when the Superintendent advises the teaching assistant that the meeting will be a disciplinary one. The Superintendent’s decision as to whether or not the meeting is disciplinary will be final and not subject to grievance.

ARTICLE XIV – TEACHING ASSISTANTS’ WORK YEAR

A. Work Year and Work Day

1. The work year may begin prior to September 2, by mutual agreement of administration and BTG in conjunction with provision of one (1) full week break in February if practicable. New teaching assistants will report up to three (3) days before the start of their employment for orientation at the discretion of the Superintendent and/or the Principal.

2. The work day shall be 7 hours and 15 minutes and shall run from 8:15 a.m. to 3:30 p.m. except when the performance of professional obligations requires additional time.
3. Full-time teaching assistants shall have one 20 minute break time each afternoon of the school day. The time is to be scheduled with the approval of classroom teacher.
4. There shall be a 45-minute duty-free lunch period during which the teaching assistant may leave the grounds.
5. Teaching assistants will not be required to attend faculty meetings to include conference days and meetings before and after school or snow makeup days except when students will be in attendance.
6. Teaching assistants who fall under SED requirement for 75 hours of professional development over five (5) years, can choose to participate on any of the district collaborative committees and/or any eligible* professional development activity provided on site.

*trainings and presentations either mandated or voluntary, offered to school faculty.

ARTICLE XV - OBSERVATION, EVALUATION AND TEACHING ASSISTANTS' FILE

A. Observation and Evaluation

1. Each teaching assistant will be observed at least once each year and evaluated at least once each year.
2. All observations will be conducted openly with the knowledge of the teaching assistant. Observations need not be scheduled in advance but the teaching assistant will be informed that he or she is being observed. If the report of an unscheduled observation is unsatisfactory, the teaching assistant may request a scheduled observation, the report of which would become part of the teaching assistant's record as would the report of the unscheduled observation.
3. A post-observation conference will normally be held within fifteen (15) school days of each observation unless any part is unsatisfactory, in which case the post-observation conference will be held within ten (10) school days. Prior to each such conference the teaching assistant will receive a memorandum setting forth the areas of major concern that will be discussed at the conference, but it is expressly understood that discussion at the conference will not be limited to the items set forth in the memoranda.
4. A teaching assistant will receive a copy of the observation/evaluation report within ten (10) school days after the conference. The teaching assistant shall sign the report to indicate that he or she has seen it with the express understanding that such signature does not necessarily indicate agreement with the contents. If the report contains negative comments, such negative comments will be supported by examples that have been observed. The observer/evaluator and the teaching assistant will discuss the evaluation and develop strategies to improve the teaching assistant's performance.

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

B. Teaching Assistants' Files

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

ARTICLE XVI - NOTIFICATION OF ABSENCE

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

ARTICLE XVII - COMPENSATION

*In the event the SED calculated Growth Factor exceeds the negotiated increment for the 2015-2016 and 2016-2017 school years, the increment will be raised to equal that calculation.

- A. Teaching assistants will be compensated by a 1% increase and one step according to the attached schedules for each of the following years:
- 2012-2013
 - 2013-2014
 - 2014-2015
 - 2015-2016
 - 2016-2017

B. In-House Substitute Pay

Teaching Assistants who substitute for a teacher will receive a stipend for the day of \$48.00 (\$24.00 for half day) above his or her regular salary.

C. Summer School

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

2012-2013	\$138
2013-2014	\$141
2014-2015	\$144
2015-2016	\$147

2016-2017 \$150

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

ARTICLE XVIII – LEAVE ALLOWANCE

A. Sick Leave

Tenured full time teaching assistants will be granted fifteen (15) days of sick leave each year.

Teaching assistants hired before June 30, 2012 and not yet tenured, will accrue 1.5 sick days/month for the first three (3) years.

Teaching assistants hired after June 30, 2012 will accrue 1.0 sick days/month. If at any time in the school year a new employee exceeds his or her prorated sick leave allocation, he or she will be docked at a pay rate of 1/200th of the annual salary per day for any sick time that has not yet been accrued. All sick time previously docked, will be reimbursed to the employee, providing he or she has not exceeded the total allocation at the end of each of the first two fiscal years.

Unused sick leave may accumulate to 200 days. A teaching assistant who leaves school after 11:30 a.m. by reason of illness will only be charged ½ day sick leave for that day.

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

1. absent for three (3) or more consecutive days.
2. a pattern of abuse (i.e. excessive absences before/after weekends, holidays).
3. medical clearance for returning to work is needed.

B. Sick Leave Bank - An emergency sick leave bank shall be established to provide protection against the economic effects of a long-term illness. A joint committee composed of two (2) school district representatives and two (2) BTG officers will administer the sick leave bank. This will insure proper management of sick leave bank including employee contributions, requests for claims and management of bank balance. To this end, the following is provided:

1. All teaching assistants must have been awarded tenure in order to be eligible to participate in the sick bank. Teaching assistants who wish to participate must contribute three (3) days. Staff may initially contribute three (3) days or two (2) days in their first eligible year and one (1) day in a subsequent year.

Contributions of days will occur commencing in September of each school year. The School District shall contribute two (2) days for each member once the initial two (2) days contribution is made.

2. Eligible teaching assistants, who make contributions, will indicate their willingness to participate in the bank by written consent within sixty (60) school days after the effective date of eligibility or at the start of any school year.
3. The sick leave bank may be utilized by an eligible teaching assistants only when all of the following conditions have been met: (a) the illness is of extended duration; (b) the teaching assistant has already been absent by reason of such illness for a minimum of 15 consecutive school days; (c) the teaching assistant has already exhausted all of his or her individual sick leave accumulation; (d) the teaching assistant is not permanently incapacitated from performing essential functions of the job; and (e) the teaching assistant has contributed the required three (3) days to the sick leave bank, (f) the teaching assistant has been awarded tenure.
4. The sick leave bank committee will require medical certification of illness before authorizing utilization of sick leave bank days. In the event of a disagreement, a doctor agreed to by both sides shall render a decision as to whether or not the teaching assistant is able to work. Such decisions by both a physician and the Sick Bank Committee are final and not subject to the grievance procedure.
5. A person who is collecting from the bank at the end of the school year, whose illness extends to the following school year, must reapply to the bank if still medically eligible.
6. The sick leave bank shall provide full pay and benefits for a maximum period of up to one hundred (100) days. After this period, the member may have the opportunity to reapply for 15-day blocks of additional time upon approval of the committee, up to a maximum of sixty (60) additional days.
7. A teaching assistant who has been granted such leave from the bank who subsequently returns to work at Mt. Pleasant Blythedale shall not be eligible to apply for the sick leave bank for a period of 12 months from the date of return, unless the illness is related to the previous illness.
8. Sick leave days will be used only for days that fall within the regular 10-month school year calendar between the first and last day of school.
9. Should the total days in the bank fall below one hundred (100) days staff may volunteer to contribute one additional day during the course of a school year thus replenishing the bank.
10. Unused days may be left in the bank each year to accumulate.

C. Bereavement Leave

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

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

D. Personal Leave

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

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

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

E. Jury Duty

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

F. Court and/or Governmental Agency Appearance

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

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

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

G. Job-related Leave

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

H. Leaves of Absence Without Pay

1. Child-Care Leave

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

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

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

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

2. Leave at the Discretion of the Board

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

ARTICLE XIX - INSURANCE

*The parties agree to open the collective bargaining agreement for the purposes of discussing health/dental coverage for members, at any point after the 2014-2015 school year. This agreement may be reopened for discussion only upon demonstration by the district that a majority of special act schools in the Lower Hudson Region contribute to health care costs.

- A. Group Health Insurance – The Board shall pay the full cost of individual for full-time teaching assistants hired prior to June 30, 2015.

*For teaching assistants hired after June 30, 2015, the board will pay 85% of the cost of individual medical insurance.

Such health insurance shall be under the Southern Westchester Schools Cooperative Health Plan in effect at the time of the execution of this Agreement or under a successor plan, or a different plan chosen by mutual agreement of BTG and Administration. The Board does not guarantee that there will be no reduction in the benefits provided by such insurance but it does guarantee that there will be no material reduction.

For teaching assistants with five (5) or more years of service as of June 30, 2012, the Board shall pay either the full cost of individual health insurance or 50% of the cost of family or two-person coverage.

- B. Dental Insurance – The Board shall pay the full cost of individual dental insurance for full-time teaching assistants hired prior to June 30, 2015.

*For teaching assistants hired after June 30, 2015, the board will pay 85% of the cost of individual dental insurance.

The Board does not guarantee that there will be no reduction in the benefits of this plan.

For teaching assistants with five (5) or more years of service as of June 30, 2012, the Board shall pay either the full cost of individual health insurance or 50% of the cost of family or two-person coverage.

- C. Life Insurance – The Board shall pay the full cost of group life insurance for full-time teaching assistants, said insurance to be in the face amount of 1 ¼ times the salary of the teaching assistant rounded to the next thousand.

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

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

The Buy-Out Compensation is as follows:

Waiving individual coverage for no coverage	\$1,100
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Unit members whose spouse is also a covered employee of this district are required to waive their coverage providing their spouse is eligible for two-person or family coverage. In this instance teaching assistants would receive \$1,100.

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

ARTICLE XX - RETIREMENT BENEFITS

A. Tax-Sheltered Annuities

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

B. Retiree Medical and Dental Coverage

1. For teaching assistants hired prior to June 30, 2012, with at least fifteen (15) but fewer than twenty-five (25) years of service in the District, the Board shall pay 80% of the health and dental insurance premiums for retirees choosing individual coverage, and 60% of the health and dental insurance premium for retirees choosing family coverage.
2. For teaching assistants hired prior to June 30, 2012, with at least twenty-five (25) years of service in the District, the Board shall pay 90% of the health and dental insurance premiums for retirees choosing individual coverage and 75% of the health and dental insurance premium for retirees choosing family coverage.
3. For teaching assistants hired after June 30, 2012, the Board agrees to pay 75% individual health/dental after 25 years of service to the district.

C. Unused Sick Days at Retirement

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

Sick leave may accumulate to a maximum of 200 days. To be eligible for this benefit, an employee shall notify the district in writing of his or her intent to retire at least three months prior to the effective date of retirement. This time period may be waived at the discretion of the Superintendent.

Employees have two options for the payment:

1. A lump sum payment to be paid directly;

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

ARTICLE XXI – EMPLOYMENT ISSUES

- A. Vacancies – Permanent vacancies within the bargaining unit will be posted on the BTG bulletin board. Applications from teaching assistants for the posted vacancies will be considered by the Superintendent.
- B. Teaching assistants who are to be laid off shall receive notice of such layoff thirty (30) calendar days prior to the effective date of the lay-off. Laid off teaching assistants shall receive preference for employment as substitute teaching assistants. Laid-off teaching assistants who serve as teaching assistant substitutes shall be paid at the TA substitute's rate of pay.
- C. Resignations – A teaching assistant shall notify the Superintendent in writing of his or her intent to resign thirty (30) calendar days before the effective date of his or her resignation. This is a matter of law.
- D. Teaching Assistant Lateness and/or Early Departure Before the End of the Day

Teaching assistants who arrive late or depart before the end of the school day shall be charged personal or sick time.

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

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

Procedure:

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

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

Early Departure:

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

TEACHER AIDES SUPPLEMENT

PREAMBLE

This Agreement is made and entered into on May 23, 2017, effective July 1, 2017, by and between the Board of Education of the Mount Pleasant Blythedale Union Free School District (hereinafter called the "Board") and Blythedale Teachers' Group (hereinafter called the "BTG") pursuant to Article 14 of the Civil Service Law.

ARTICLE I – RECOGNITION

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

This excludes other hourly and temporary part-time teachers and teaching assistants (except as noted in the next paragraph), (including leave replacement teachers), summer school employees, administrative personnel, teacher interns and apprentices, non-teaching positions and non-school employees.

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

ARTICLE II - BTG RIGHTS

Filing Cabinet – The Board shall provide the BTG with a lockable file in an appropriate area.

Bulletin Board – The Board shall provide the BTG with a bulletin board for its exclusive use for notices and information relative to BTG business.

Meeting Room – If the BTG wishes to use a room for a BTG meeting it shall make such request to the Principal or Superintendent.

Mailboxes – The Board shall make available its mailboxes and school email addresses of the President and Vice President to the President and Vice President of the BTG for the distribution of material related to BTG business.

Board Documents – The Board shall furnish the BTG upon request with a copy of minutes of Board meetings, addendums, policies and budgets.

Negotiations Data – The Board shall make available to the BTG information relevant to negotiations and the administration of this Agreement which is in the possession of the Board. This clause does not require that the Board do research or prepare materials at the request of the BTG.

Copies of this agreement will be made available to BTG members by the Board.

Attendance at Court or PERB – Members of the bargaining unit shall be permitted leave time off without loss of pay to attend court or PERB hearings related to negotiations. This

right shall be limited to members of the bargaining unit who are officers of the BTG and may include up to two additional persons who are not officers.

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

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

ARTICLE III – DUES DEDUCTIONS

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

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

Administration will be responsible to notify the BTG secretary and treasurer, in writing, of new hire start dates and exiting staff end dates each month

All dues authorized to be deducted by documents received by or on file with the Board by September 1 in any school year shall be deducted in equal installments, or as equal as possible, beginning with the first pay period in September and continuing for a total of twenty (20) pay periods. For authorizations received after September 1, deductions shall be made in the same manner during the remaining pay periods.

The dues shall be remitted by the Administration to the Treasurer of the BTG within ten (10) school days after the end of each of the twenty (20) pay periods. The Administration is relieved of any responsibility for such monies after transmittal to the BTG.

ARTICLE IV – TEACHER AIDES' RIGHTS

1. Seniority Lists – Seniority lists will be prepared September 1 and February 1 and will be posted on the bulletin boards in the Superintendent's and Principal's outer offices.
2. Reimbursement for Damage or Destruction of Clothing or Personal Property – The Board shall reimburse a teacher aide in the amount of up to \$75 per incident for the repair or replacement of clothing or personal property such as glasses which are normally worn or brought into school and damaged during the execution of job responsibilities.

3. Right to Representation - Teacher aides may bring a local union representative with them to meetings with the administration when the Superintendent advises the teacher aide that the meeting will be a disciplinary one. The Superintendent's decision as to whether or not the meeting is disciplinary will be final and not subject to grievance.

ARTICLE V – WORK YEAR

1. Twelve-Month Work Year – On days when school is in session or closed for emergency purposes. School year plus 30-day summer session; 8:15-3:45.
2. There shall be a 30-minute duty-free lunch period during which teacher aides may leave the grounds.
3. Break Time – Full-time teacher aides shall have 15 minutes of break time. The time is to be scheduled between 3:30-3:45.
4. Teacher Aides are obligated to work at least one of the Superintendent Conference Day and will be notified of date by Superintendent or designee.

ARTICLE VI – NOTIFICATION OF ABSENCE

Notification of Absence

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

ARTICLE VII – COMPENSATION

Compensation

Salary will be commensurate with years of experience in the district. Increase will be in effect July 1st and dependent upon years of service effective at that time. Those employees hired with an effective date of 9/6/16 will be credited for one year of service each year and increase will take effect July 1st for salary advancement purposes.

School Year	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<1 year experience	\$12.00 per hour	\$13.00 per hour	\$14.00 per hour	\$15.00 per hour	\$16.00 per hour
1+year experience	\$12.25 per hour	\$13.25 per hour	\$14.25 per hour	\$15.25 per hour	\$16.25 per hour
2+/3+ years of experience	\$12.50 per hour	\$13.50 per hour	\$14.50 per hour	\$15.50 per hour	\$16.50 per hour
4+ years of experience	\$13 per hour	\$14.00 per hour	\$15.00 per hour	\$16.00 per hour	\$17.00 per hour

In recognition of years of service, a cash stipend, not to be added to base salary, will be awarded according to the following schedule:

- At 3 years \$300
- At 6 years \$400
- At 9 years \$500

*Stipend will be awarded in June of each year, effective June 2013. Teacher aides hired before June 2012 will be credited with time from initial date of hire.

ARTICLE VIII – LEAVE ALLOWANCE

A. Sick Days

Teacher aides will be advanced 1 sick day upon hire. Sick days are accumulated at rate of 0.5 (one-half) days per month until a total of 6 are granted for the year. 1 sick day can be transferred to an Emergency Personal. Unused sick leave may carry forward to the next school year.

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

1. Absent for three (3) or more consecutive days.
2. A pattern of abuse has been demonstrated (i.e. excessive absences before/after weekends, holidays).
3. Medical clearance is required for returning to work.

B. Bereavement Leave

Prior to or after return, upon written notification, the Superintendent will approve up to two (2) days of bereavement leave in the event of the death of a member of the staff’s immediate family. “Immediate family” includes spouse, child, mother, father, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, domestic partner, grandchild, aunt, uncle, and a person living in the staff member’s house.

C. Personal Leave

Teacher aides will be awarded a total of two (2) personal days per year. One (1) day leave for each six-month period will be granted to each full-time teacher aide for personal business which cannot be conducted on a non-school day or after work hours.

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

ARTICLE IX – INSURANCE

A. Group Health Insurance - The Board shall pay the full cost of individual health insurance for full-time teacher aides with less than two (2) years of experience. Effective July 1, 2018 and each subsequent school year, Teacher Aides with two plus (2 +) years of experience will contribute to health premiums as follows:

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
2+ years	NA	5%	8%	10%	15%

Such health insurance shall be under the Southern Westchester Schools Cooperative Health Plan in effect at the time of the execution of this Agreement or under a successor plan, or a different plan chosen by mutual agreement of BTG and Administration. The

Board does not guarantee that there will be no reduction in the benefits provided by such insurance but it does guarantee that there will be no material reduction.

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

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

The Buy-out Compensation is as follows:

Waiving individual coverage for no coverage \$1,100

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

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

ARTICLE X – EMPLOYMENT ISSUES

As defined by Civil Service Regulations. (This will include an annual evaluation, right to view individual personnel file, etc.)

ARTICLE XI – GRIEVANCE PROCEDURE

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

B. Definitions

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

C. Basic Principles

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

D. Level I - Superintendent

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

E. Level II – Board of Education

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

F. Level III - Arbitration

1. If the grievance is not satisfactorily resolved at level II, within 15 school days after the decision of the Board the grievant or the BTG may submit the grievance to arbitration, with the selection of the arbitrator and the proceeding to be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
2. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of or alters or modifies the terms of the Agreement.
3. The decision of the arbitrator shall be binding.
4. The arbitrator's charges shall be shared equally by the parties.

ARTICLE XII – NO-STRIKE CLAUSE

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

ARTICLE XIII – SAVINGS CLAUSE

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

ARTICLE XIV – LEGISLATIVE ACTION REQUIRED

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

ARTICLE XV– DURATION AND NEGOTIATIONS
FOR A SUCCESSOR AGREEMENT

This Agreement shall be effective From July 1, 2017 to June 30, 2022, except where otherwise provided. It shall constitute the sole and binding agreement between the parties and shall not be altered, added to, deleted from or modified except through the voluntary and mutual consent of both parties by written and signed amendment.


On or before February 1, 2022, the parties shall exchange proposals for a successor agreement to this Agreement. On or before February 15, 2022, the parties will enter into good faith negotiations for such successor Agreement.

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

BOARD OF EDUCATION OF MOUNT
PLEASANT BLYTHEDALE UNION
FREE SCHOOL DISTRICT




President




Superintendent

BLYTHEDALE TEACHERS' GROUP



President



Chief Negotiator

Mt. Pleasant Blythedale U.F.S.D.
2017-18 Salary Scale for Teachers

STEPS	M.A.	M.A. + 15	M.A. + 30	M.A. + 45 Effective 18-19	M.A. + 60
1	67,425	69,733	72,044		79,248
2	68,906	71,266	73,627		80,952
3	70,421	72,832	75,245		82,692
4	71,935	74,398	76,863		84,470
5	73,482	75,997	78,515		86,286
6	75,062	77,631	80,203		88,142
7	76,676	79,300	81,928		90,037
8	78,325	81,005	83,689		91,972
9	80,009	82,747	85,489		93,949
10	81,769	84,567	87,370		96,634
11	83,568	86,428	89,292		98,639
12	85,407	88,329	91,256		100,686
13	87,286	90,273	93,264		102,775
14	89,206	92,259	95,316		104,907
15	91,302	94,427	97,556		107,320
16	93,448	96,646	99,849		109,789
17	95,644	98,917	102,195		112,314
18	97,891	101,241	104,597		115,054
19	100,192	103,621	107,055		117,861
20	102,647	106,159	109,677		120,737
21	105,161	108,760	112,364		123,683
22	107,738	111,425	115,117		126,701

Mt. Pleasant Blythedale U.F.S.D. 2018-19 Salary Scale for Teachers

STEPS	M.A.	M.A. + 15	M.A. + 30	M.A. + 45 Effective 18-19	M.A. + 60
1	68,774	71,128	73,485	76,425	80,833
2	70,284	72,691	75,100	78,068	82,571
3	71,829	74,289	76,750	79,746	84,346
4	73,374	75,886	78,400	81,461	86,159
5	74,951	77,517	80,086	83,212	88,012
6	76,563	79,184	81,807	85,001	89,905
7	78,210	80,886	83,566	86,829	91,838
8	79,891	82,626	85,363	88,695	93,811
9	81,609	84,402	87,198	90,646	96,016
10	83,404	86,259	89,117	92,641	98,272
11	85,239	88,157	91,078	94,679	100,582
12	87,115	90,096	93,082	96,762	102,694
13	89,032	92,078	95,129	98,890	104,851
14	90,990	94,104	97,222	101,066	107,288
15	93,128	96,315	99,507	103,441	109,783
16	95,317	98,579	101,846	105,872	112,335
17	97,557	100,895	104,239	108,360	114,947
18	99,849	103,266	106,689	110,906	117,620
19	102,196	105,693	109,196	113,512	120,354
20	104,700	108,283	111,871	116,294	123,303
21	107,264	110,935	114,611	119,143	126,324
22	109,893	113,653	117,419	122,062	129,419

Mt. Pleasant Blythedale U.F.S.D. 2019-20 Salary Scale for Teachers

STEPS	M.A.	M.A. + 15	M.A. + 30	M.A. + 45	M.A.+ 60
1	70,149	72,550	74,955	77,953	82,450
2	71,690	74,145	76,602	79,629	84,223
3	73,266	75,774	78,285	81,341	86,033
4	74,841	77,404	79,968	83,090	87,882
5	76,450	79,068	81,687	84,876	89,772
6	78,094	80,768	83,444	86,701	91,703
7	79,774	82,504	85,238	88,565	93,675
8	81,489	84,278	87,070	90,469	95,688
9	83,241	86,090	88,942	92,459	97,936
10	85,072	87,984	90,900	94,494	100,238
11	86,944	89,920	92,899	96,573	102,593
12	88,857	91,898	94,943	98,697	104,748
13	90,812	93,920	97,032	100,868	106,948
14	92,810	95,986	99,167	103,087	109,434
15	94,991	98,242	101,497	105,510	111,978
16	97,223	100,550	103,882	107,989	114,582
17	99,508	102,913	106,324	110,527	117,246
18	101,846	105,332	108,822	113,124	119,972
19	104,240	107,807	111,380	115,782	122,761
20	106,794	110,448	114,108	118,620	125,769
21	109,410	113,154	116,904	121,526	128,850
22	112,091	115,926	119,768	124,503	132,007

Mt. Pleasant Blythedale U.F.S.D. 2020-21 Salary Scale for Teachers

STEPS	M.A.	M.A. + 15	M.A. + 30	M.A. + 45	M.A. + 60
1	71,552	74,001	76,454	79,512	84,099
2	73,124	75,628	78,134	81,222	85,907
3	74,731	77,290	79,851	82,968	87,753
4	76,338	78,952	81,567	84,752	89,640
5	77,979	80,649	83,321	86,574	91,567
6	79,656	82,383	85,112	88,435	93,537
7	81,369	84,154	86,942	90,337	95,548
8	83,119	85,964	88,812	92,279	97,601
9	84,906	87,812	90,721	94,308	99,895
10	86,774	89,744	92,718	96,384	102,243
11	88,683	91,718	94,757	98,504	104,645
12	90,635	93,736	96,842	100,671	106,843
13	92,629	95,798	98,973	102,885	109,087
14	94,666	97,906	101,150	105,149	111,623
15	96,890	100,206	103,527	107,620	114,218
16	99,168	102,561	105,960	110,149	116,874
17	101,498	104,971	108,450	112,738	119,591
18	103,883	107,438	110,999	115,387	122,371
19	106,325	109,963	113,607	118,098	125,217
20	108,930	112,657	116,391	120,992	128,284
21	111,598	115,417	119,242	123,956	131,427
22	114,332	118,245	122,163	126,993	134,647

Mt. Pleasant Blythedale U.F.S.D. 2021-22 Salary Scale for Teachers

STEPS	M.A.	M.A. + 15	M.A. + 30	M.A. + 45	M.A. + 60
1	72,267	74,741	77,218	80,307	84,940
2	73,855	76,384	78,915	82,034	86,766
3	75,479	78,063	80,649	83,798	88,631
4	77,101	79,741	82,383	85,599	90,537
5	78,759	81,456	84,154	87,440	92,483
6	80,452	83,207	85,964	89,320	94,472
7	82,183	84,996	87,812	91,240	96,504
8	83,950	86,823	89,700	93,202	98,577
9	85,755	88,690	91,628	95,251	100,894
10	87,641	90,641	93,645	97,348	103,265
11	89,569	92,635	95,705	99,489	105,692
12	91,541	94,673	97,810	101,678	107,911
13	93,555	96,756	99,962	103,914	110,177
14	95,613	98,885	102,162	106,201	112,739
15	97,859	101,208	104,562	108,696	115,360
16	100,159	103,587	107,020	111,251	118,042
17	102,513	106,021	109,535	113,865	120,787
18	104,922	108,513	112,109	116,540	123,595
19	107,388	111,063	114,743	119,279	126,469
20	110,019	113,784	117,554	122,202	129,567
21	112,714	116,571	120,434	125,196	132,742
22	115,476	119,427	123,385	128,263	135,994