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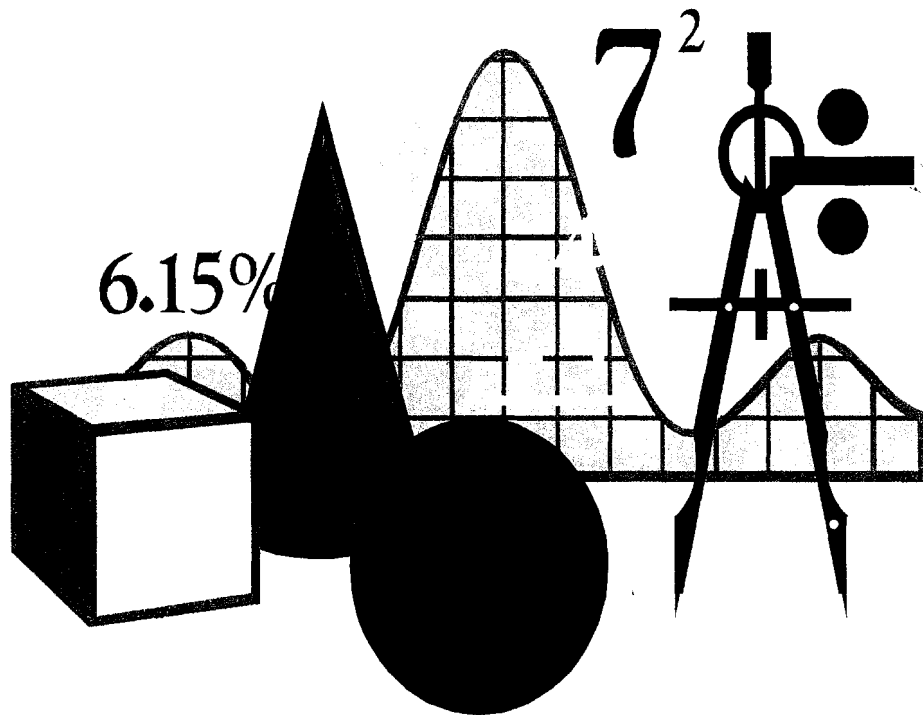
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AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE MENANDS SCHOOL DISTRICT
AND
THE MENANDS ASSOCIATION OF TEACHERS



JULY 1, 2007 - JUNE 30, 2008

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

This Agreement is made and entered into by and between the Menands Association of Teachers ("Association") and the Menands School District ("District") in order to effectuate the provisions of Article 14 of the Civil Service Law of the State of New York (The Public Employee's Fair Employment Act) and to encourage and increase effective and harmonious working relationships between the District and the professional employees of the District represented by the Association so that the cause of public education may best be served in Menands.

RECOGNITION

The District recognizes the Menands Association of Teachers as the exclusive representative of all professional teaching personnel and the school nurse exclusive only of supervisory and confidential employees, for the purpose of negotiations and grievances.

ARTICLE I

ABSENCES AND LEAVES

1. SICK LEAVE

- a. Each teacher and teaching assistant shall be entitled to fourteen (14) days of sick leave per school year.
- b. Unused sick leave may accumulate to a maximum of 200 days.
- c. Association members with previous experience as a teacher or teaching assistant will be granted two (2) days additional sick leave for each year of experience they are credited with, up to a maximum of five (5) years. This will be for emergency use only (hospitalization or illness at home under a physician's care).
- d. Teachers on tenure may be granted two years leave of absence for illness. There will be no pay after accumulated sick leave has been used.

2. PERSONAL LEAVE

- a. Personal leave in the amount of five (5) days per school year will be granted to teachers and teaching assistants, subject to the approval of the Superintendent, for personal reasons. Personal leave may only be used for personal business that cannot be conducted outside the regular school day. Days immediately preceding or following a vacation period can only be used in case of emergency with the approval of the Superintendent. Application must be made for all personal leave in writing on a standard request form provided by the District and should reach the Superintendent at least two (2) days prior to the leave date(s) requested.
- b. Unused personal leave will accumulate toward sick leave.
- c. Due to extenuating circumstances, additional days may be granted for personal leave at the discretion of the Board. These days will be deducted from accumulated sick leave.

3. **LEAVE FOR FAMILY ILLNESS**

In each school year, an employee shall be allowed to charge absences from work in the event of illness in the employee's "immediate family", up to the number of days the employee was credited for that school year (i.e. no more than 14 days), inclusive of any personal illness days used. Thus, if an employee uses four (4) personal illness days, (s)he will have ten (10) family illness days available. "Immediate family" will be defined as the employee's spouse, children or parents. Leave may be requested for dependents not mentioned above, and will be subject to the approval of the Superintendent.

4. **BEREAVEMENT LEAVE**

An employee shall be granted leave without charge to other leave credits, for up to five (5) days per occurrence, in the event of a death in the immediate family, provided such days are used immediately following the death for the purpose of attending to burial and funeral arrangements. As used in this section "immediate family" shall be defined as the employee's spouse, children, stepchildren, foster children, grandchildren, parents, grandparents, siblings or parents-in-law. Bereavement leave may be requested for dependents not mentioned, and will be subject to the approval of the Superintendent.

Bereavement leave, up to a maximum of two (2) days, shall be granted in the event of the death of an employee's brother-in-law, sister-in-law, or persons permanently residing in the employee's household.

5. **CHILD REARING LEAVE**

Child-rearing leave up to two (2) years will be granted to teachers upon approval of the Board of Education.

6. **SICK LEAVE POOL**

A. The parties agree to establish a sick leave pool. Association members may contribute a maximum of five (5) days per year of their personal sick leave credit to a pool to be used to provide additional sick leave to teachers with more than one (1) year of service in the District in the event that such teacher's current and accumulated sick leave is exhausted and illness continues.

- B. Contributions may be made at the time teachers are notified of their salary and leave days in June of each year on a form provided by the Superintendent.
- C. Sick pool days may be used by a bargaining unit member who experiences a prolonged illness or injury; it is not to be used for routine or foreseeable matters. After an Association member uses up his/her current and accumulated sick leave, he/she may apply to the Trustee for use of days from the pool. The Superintendent and the President(s) of the Association will serve as Trustees of the pool and all decisions relating to the use of pool days will be made by them.
- D. The Association member may request days from the sick leave pool when the member's sick leave has been exhausted.
- E. The Trustees of the sick leave pool shall respond to any request within five (5) school days.
- F. A member whose request has been denied may ask for a meeting with the Trustees. Any decision rendered after such meeting shall be considered final.
- G. The Trustees shall maintain an accounting of days with the Association and the District.

ARTICLE 2

SABBATICAL LEAVE

1. Full time professional employee who is permanently certified may be granted sabbatical leave after completing seven years of continuous satisfactory service to the school district. The leave will be granted for a full year and the teacher will receive one-half ($\frac{1}{2}$) salary.
2. Sabbatical leave may be granted to one teacher every three years.
3. Applications for sabbatical leave must be made in writing to the Board of Education by the November 1st prior to the September when sabbatical leave is to become effective. The candidate must present a plan of study at this time.

4. A committee composed of the Superintendent, two members of the Board of Education and two teachers recommended by the Menands Association of Teachers and approved by the Superintendent will interview candidates who have applied. The committee recommendations will be submitted to the Board of Education who will make the final decision as to granting sabbatical leave.
5. Teachers who have been granted sabbatical leave will be expected to return to active service in the District for a period of at least two years following the sabbatical leave and will, before being formally granted such leave, execute such documents as will, in the opinion of the Board of Education ensure either the teachers return or financial restitution.

ARTICLE 3

TEACHING CONDITIONS

1. Elementary school teachers will be free from classroom duties whenever a special teacher assumes responsibility for the class. Teaching assistants and special area teachers shall be provided with thirty (30) minutes per day, free from classroom duties. Teaching assistants and/or the regular classroom teacher will be responsible for the transfer of students to and from special area classes and teaching assistants may be required to remain in the special area classes, if requested. In accordance with Section 3029 of the Education Law, no teacher will be assigned continuous duty in excess of five (5) hours. Where duty hours are in excess of five (5) hours, a period of at least thirty (30) minutes must be free from assigned duties and it will be scheduled so far as practicable during the hours normally allowed for students lunch period.
2. Whenever possible in the academic subject areas in grades 6, 7, and 8, the number of daily periods of classroom instruction will not exceed five.
3. The Board of Education shall inform the president of the Menands Association of Teachers of all professional vacancies and openings before contacting outside sources, stating the appropriate assignment, description of the education qualifications, salary range, and the probable date of appointment. The Association shall immediately advise the membership of such openings. All teachers shall be considered solely on the basis of their qualifications.

4. Effective September 1, 2003, the District will obtain substitutes when teachers are to be absent. The District will establish a procedure for teachers to follow when requesting a substitute. However, teachers shall be responsible for communicating with the substitute obtained for them, in regard to lessons to be taught, etc., if possible.

ARTICLE 4

TEACHER EVALUATIONS

1. Teachers will have the right to have included in their personnel file their response to supervisory evaluation.
2. Teachers will have the right, upon request, to review and make copies of that part of their personnel file which relates to the local evaluations of their professional performance.
3. All materials will be placed in a teacher's personnel folder after the material has been reviewed and signed, indicating only that he/she has seen and is aware of material. The teacher shall also have the right to submit a written response to said material, which shall be attached to and become part of the file.

Inaccurate or misleading material will be removed from the file if a teacher's claim that it is inaccurate is sustained by a review. The review will consist of a hearing involving the teacher in question, the Superintendent, and a representative of the Board of Education.

4. Any material presented to the Superintendent or Board of Education from previous employers will be treated as confidential.

ARTICLE 5

PAYROLL POLICY

The Board of Education will prepare a schedule of pay periods. The Menands Association of Teachers will have the opportunity to make recommendations concerning the schedule before the Board makes the final decision. Once the schedule is adopted, it will remain in force.

1. Payroll Deductions:

- a. Teachers may participate in the Bond-a-month plan. The business office must be so notified in writing at least seven (7) calendar days before the first pay period in September.
- b. Teachers may participate in the School Systems Federal Credit Union. The business office must be so notified in writing at least seven (7) calendar days before the first pay period in September.
- c. Teachers may participate in a tax sheltered annuity plan. Teachers may start the plan in September providing the business office is so notified in writing and all paper work provided at least seven (7) calendar days before the first pay period in September. Teachers may start the plan or change the amount contributed in February providing the business office is so notified in writing and all paper work provided before January 15.
- d. The recent additions to the list of payroll deductions have placed greater demands upon the business office. For this reason, it is mutually agreed that the deduction privilege for tax sheltered annuities will be limited to ten (10) companies to be determined by the Menands Association of Teachers.

2. Dues Deductions:

- a. The School District agrees to deduct from the salaries of members of the Menands Association of Teachers (MAT) the dues for the MAT and its affiliated organizations as said teachers individually and voluntarily authorize the School

District. The District will transmit the monies to the treasurer of the MAT following the second pay period of each month from September through June. The teacher's authorization will be in writing annually and filed with the School District by Friday of the first week of school in September.

- b. The treasurer of the MAT will certify to the school business office the current rate of the dues to be deducted by Friday of the first week of school in September.
- c. Deductions referred to in paragraph (a) will be made in 20 payments. The deductions will be taken from the first two paychecks each month from September through June.
- d. Any member of the MAT desiring to have the School District discontinue deductions he/she has previously authorized must notify the School District and the MAT in writing. The School District will discontinue a teacher's deductions, if so requested, upon fifteen days notice.
- e. Effective September 2, 1986, the Menands Union Free School District shall deduct from the salary of teachers in the bargaining unit who are not members of the MAT the amount equivalent to the dues levied by the MAT, including its affiliated organizations, and shall transmit the sum so deducted to the MAT in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. Such agency shop fee deductions shall be deducted in the manner described in section "2c" above.
- f. Any member of the bargaining unit subject to the agency shop fee deductions who is employed for less than a full school year shall pay an agency shop fee equivalent to the pro-rated portion of the total annual dues levied by the MAT.
- g. The Menands Association of Teachers affirms that it has adopted such procedures for refund of agency shop fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

ARTICLE 6

MILEAGE EXPENSES

All mileage incurred while on approved school business shall be compensated at the prevailing rate allowed by IRS

ARTICLE 7

INSURANCE

1. Effective July 1, 2003, the District shall pay 95% of the cost of the premium for an individual health insurance plan and 90% of the cost of the premium for a two-person or family health insurance plan and the employee shall contribute the remaining 5% and 10% of premium cost, respectively.
2. All part-time employees will receive a pro-rated portion of the above amounts,
based on percentage of employment.
3. Retirees:
 - a. For bargaining unit members who retired after July 1, 1990 and before June 30, 2003, the District will pay 100% of the cost of individual health coverage and 35% of the dependent cost. These percentages shall apply to the rates for Medicare also.
 - b. For bargaining unit members who retire on or after July 1, 2003, the District will pay 95% of the cost of the premium for an individual, and 35% of the difference between its contribution to an individual plan and the cost of a two-person or family health insurance plan and the retiree shall contribute the remaining percentages of premium cost. These percentages shall apply to the rates for Medicare also.
 - c. Any survivor of a retiree shall pay the full share of the health insurance premiums and/or Medicare costs.
4. Health & Drug Insurance Co-Pay

The Co-Pay for health insurance will be determined by the carrier.

5. **Dental Insurance**

Effective July 1, 1996, the District will pay \$35.00 (thirty-five dollars) a month toward the premium cost of family or individual dental insurance for each employee who is a member of the dental plan chosen by the Menands Association of Teachers.

6. **Worker's Compensation**

Teachers who are hurt on the job and receive payments under Worker's Compensation Insurance will be paid the difference between their regular salary and the compensation benefit received. This difference will be charged in equivalent fractions of days against the accumulated sick leave. In the event the sick leave is exhausted, additional sick benefits can be made at the discretion of the Board of Education.

7. **Insurance Buyout**

Employees who are eligible for health and/or drug prescription insurance through the District shall also be eligible for a health and/or drug prescription insurance buyout if they are otherwise health and/or drug prescription insured.

At the employee's option, any employee may waive health and/or drug prescription insurance for any twelve (12) month period by completing and filing with the District written notice of exercising this option with proof of other health and/or drug prescription insurance.

Any employee waiving family/individual coverage shall be paid a sum equal to 40% of the savings realized by the District for such change in coverage.

One-half of each such payment shall be made in December and June. Employees are asked to file notice of their waiver of coverage annually by May 15 for a period of one year commencing July 1. Newly appointed employees must decide whether they want coverage or the buyout before the commencement of their employment.

An employee who has waived health and/or drug prescription insurance may resume coverage during the twelve (12) month period of time only if a qualifying event occurs which results in severe hardship. Qualifying events are events which result in the loss of another source of insurance for the employee and/or his/her dependents (e.g., death of a spouse, spouse's loss of employment, divorce or legal separation).

Retirees shall be eligible for the health and/or drug prescription insurance buyout under the above conditions.

ARTICLE 8

TEACHER RETIREMENT

1. Any teacher who has completed 30 years of satisfactory service to the Menands School District and has reached the age of 55 and elects to file for retirement under the retirement laws of the New York State Teacher's Retirement System will be given a Special Career Incentive the last year of service. This incentive will be \$2,000.00 in addition to the teacher's regular salary. The teacher must notify the Board of Education before the first of March of the year prior to the last year of service.
 - a. The Board of Education restricts the number of people using the Special Career Incentive to the first three retirees of any school year.
 - b. The Special Career Incentive will be made in a lump sum payment the last pay day in June of the retirement year.
2. Any teacher reaching the age of 55 or over who retires from the Menands School and has more than 100 days of sick leave accrued at Menands School, will be reimbursed at 50% of the then existing per diem substitute teacher rate of pay per day for the excess days over 100 days.
3. Any teaching assistant reaching the age of 55 or over who retires from the Menands School and has more than 100 days of sick leave accrued at Menands School, will be reimbursed at 25% of the then existing per diem substitute teacher rate of pay per day for the excess days over 100 days.

Those accepting this option must notify the Board of Education in writing before the first of March of the year of retirement.

- a. The reimbursement will be made in a lump sum payment the last pay day in June of the retirement year.
4. Early Retirement Incentive
 - a. Teachers will be eligible for the Early Retirement Incentive in an amount equal to 40% of the accumulated sick leave (up to 200 days) times \$80.00 provided the following conditions are met:

1. The employee must be 55 years of age before the opening of the school year immediately following the final year of service.
2. The employee must have completed 15 years of service in the Menands Union Free School District by June 30 of the final year of service.
3. The employee must submit, in writing, to the Board of Education notification of the intent to retire before the first of January of the retirement year.
4. The employee must retire the first time he/she is at eligible retirement age according to the Menands Association of Teachers member's Tier number or the Early Retirement Incentive will not apply.
 - b. If the prospective retiree has accumulated 200 sick days by June 30th of the year prior to the final year of service, an additional fourteen (14) sick days and five (5) personal days will be granted for sick leave use only during said final year.
 - c. The Early Retirement Incentive will be made in a lump sum payment the last pay day in June of the retirement year.
 - d. If the employee has indicated retirement and chooses not to do so, the employee must notify the Board of Education, in writing, prior to March 1st of the intended final year of service.
5. Employees may only choose one option from Article 8 (either 1, 2, 3, or 4) and the option chosen should be indicated in the notification to the Board of Education.

SALARY SCHEDULE
2007-2008

STEP	BACHELOR	MASTERS
1	\$ 38,279	\$ 41,002
2	\$ 39,381	\$ 42,170
3	\$ 40,527	\$ 43,385
4	\$ 41,719	\$ 44,648
5	\$ 42,959	\$ 45,962
6	\$ 44,222	\$ 47,313
7	\$ 45,595	\$ 48,848
8	\$ 46,966	\$ 50,229
9	\$ 48,387	\$ 51,820
10	\$ 49,986	\$ 53,402
11	\$ 51,693	\$ 55,185
12	\$ 53,502	\$ 57,094
13	\$ 55,374	\$ 58,981
14	\$ 57,124	\$ 60,882
15	\$ 59,059	\$ 62,839
16	\$ 61,014	\$ 64,796
17	\$ 63,150	\$ 66,874
18	\$ 65,359	\$ 69,216
19	\$ 66,666	\$ 70,884
20	\$ 68,000	\$ 72,443
21	\$ 69,360	\$ 74,037
21-b	\$ 70,747	\$ 75,666
21-a	\$ 73,821	\$ 78,740

**TEACHER'S ASSISTANT SALARY SCHEDULE A
(Hired Pre September 1, 2001)**

Pre 9/1/01	ASSOCIATE	BACHELOR	MASTERS
New Hire	\$ 18,552	\$ 20,611	\$ 22,673
Post-Probationary	\$ 20,611	\$ 22,673	\$ 24,732

**TEACHER'S ASSISTANT SALARY SCHEDULE B
(Hired As Of September 1, 2005 – August 31, 2006)**

9/1/05 – 8/31/06	ASSOCIATE	BACHELOR	MASTERS
New Hire	\$ 16,430	\$ 18,255	\$ 20,081
Post-Probationary	\$ 18,255	\$ 20,081	\$ 21,906

**TEACHER'S ASSISTANT SALARY SCHEDULE C
(Hired As Of September 1, 2006 – August 31, 2007)**

9/1/06 – 8/31/07	ASSOCIATE	BACHELOR	MASTERS
New Hire	\$ 16,035	\$ 17,816	\$ 19,599
Post-Probationary	\$ 17,816	\$ 19,599	\$ 21,379

**TEACHER'S ASSISTANT SALARY SCHEDULE D
(Hired As Of September 1, 2007 – August 31, 2008)**

9/1/07 – 8/31/08	ASSOCIATE	BACHELOR	MASTERS
New Hire	\$ 15,634	\$ 17,371	\$ 19,109
Post-Probationary	\$ 17,371	\$ 19,109	\$ 20,845

ARTICLE 9

1. The District will pay all Teachers and Teaching Assistants, for graduate hours successfully completed after the completion of a Bachelor's Degree, at the rate of \$50 per credit hour. In addition, the District will pay both Teachers and Teaching Assistants for graduate hours successfully completed after the completion of a Master's Degree at the rate of \$60 per credit hour. All graduate hours must be approved by the Superintendent prior to enrollment.

Upon specific approval of the Superintendent of Schools prior to enrollment, teachers may receive pay at the rate of Fifty (\$50.00) Dollars per credit hour for undergraduate courses taken, which the Superintendent, in his/her sole discretion, deems useful to their current employment with the District.

2. In-Service Courses: Teachers and Teaching Assistants shall receive no additional pay or compensation for their participation in in-service courses provided by the District or otherwise taken where the District pays the cost of attendance at such in-service. For in-service courses taken and paid for by the individual teacher or teaching assistant, the District will pay such teachers and teaching assistants \$50 per credit hour. It is agreed that one graduate credit hour is equal to fifteen (15) in-service hours. All in-service courses must be approved by the Superintendent prior to enrollment.
3. An equal allowance for military service in the U.S. Armed Forces will be allowed.
4. The Audio-visual directors in charge of hardware and software will receive \$100.00 each in addition to their regular salary.
5. The coach of each sports team will be compensated by a percentage increase equivalent to the percentage increase in the salary schedule each successive year. The compensation for 2007-08 will be \$1,183.00.
6. Advisors for extracurricular activities will be compensated at the percentage increase equivalent to % increase in the salary schedule for each approved activity in each successive year. The compensation for 2007-2008 will be \$862.00.

ARTICLE 10

GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure is to maintain a harmonious relationship between the Menands Association of Teachers and their employer. It is also meant to resolve alleged grievances equitably with the employee free from discrimination or reprisal.
2. Definition: "Grievance" shall mean a claim by any member of the Menands Association of Teachers or the Menands Association of Teachers, as a group, based upon disagreement concerning violations of this contract.
3. An identical grievance by two or more employees will be treated as a single grievance. A decision on such grievances applies to all aggrieved employees and each shall be given a copy of the decision.

"Days" shall mean school days when teachers are required to work.

The district and the faculty association mutually agree to facilitate any investigation which may be required by agreeing to submit and to make available any and all material and relevant documents, communications, and records concerning the grievance.

4. The grievance shall be submitted in writing to the Superintendent within thirty (30) working days of the event or occurrence of the alleged violation.

Within five (5) working days after submission, the Superintendent shall render a decision concerning the grievance.

If the aggrieved party is not satisfied with the decision of the Superintendent the grievant may submit the grievance to the Board of Education. Submission must be made in writing within five (5) working days of receipt of the Superintendent's decision and may be submitted to the Superintendent or any board member.

The Board shall then, within fifteen (15) working days of receipt of the grievance, render its decision concerning the grievance. The decision of the Board of Education is final.

5. All documents, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel file of the participants.

ARTICLE 11

LEAVE FOR LABOR ORGANIZATION MEETINGS

Two (2) days per school year will be granted to the Menands Association of Teachers to conduct Association business. Should the Association representative need more time, two (2) additional days may be granted, but the Menands Association of Teachers must pay the cost of the substitute to replace the representative for these two (2) days. Personal leave will not be charged against the representative leave time for these absences.

ARTICLE 12

NATIONAL TEACHING CERTIFICATION

The District will pay one-half of the fee for enrollment in the National Teaching Certification program. In addition, upon successful completion of the program, the District shall pay the teacher a one-time stipend of \$2,000.

ARTICLE 13

SCHOOL NURSE

The School Nurse shall be provided the following benefits under the collective bargaining agreement: Article 1 (Absences and Leaves); Article 4 (Evaluations as the section refers to personnel file); Article 5 (Payroll Policy and Dues Deductions); Article 6 (Mileage Expenses); Article 7 (Insurance); Article 8(3) (Sick Leave Retirement Benefit); and Article 10 (Grievance Procedure).

ARTICLE 14

MISCELLANEOUS PROVISIONS

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force or effect.

All items negotiated previously will remain status quo unless renegotiated.

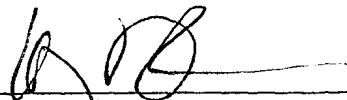
The Board of Education is responsible for maintaining a policy that will ensure guidelines for disciplinary action.

This Agreement is made and entered into this 21st day of August, 2007 by and between the Association and the School District.

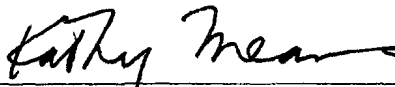
**MENANDS ASSOCIATION
OF TEACHERS**

Tracy Albert, President

BOARD OF EDUCATION



President Henry Duncker, Esq.



Kathy Meany
Superintendent