

**AGREEMENT**  
**BETWEEN**  
**THE BOARD OF EDUCATION**  
**OF**  
**MOUNT PLEASANT CENTRAL SCHOOL DISTRICT**  
**AND**  
**THE MOUNT PLEASANT ASSOCIATION**  
**OF SCHOOL ADMINISTRATORS**

**JULY 1, 2015 – JUNE 30, 2018**

## **PREAMBLE**

WHEREAS, Mount Pleasant Central School District has recognized the Mount Pleasant Association of School Administrators as the representative of the supervisory bargaining unit, and

WHEREAS, the Civil Service Law empowers the recognized representative unit to negotiate collectively in the determination of terms and conditions of employment,

WHEREAS, the Board of Education recognizes its legal responsibility to establish salary schedules for each full-time administrative position,

NOW, THEREFORE, this Agreement is made and entered into on this 2<sup>nd</sup> day of June, 2016, by and between the Mount Pleasant Association of School Administrators and the Mount Pleasant Central School District, represented by the Board of Education of said District.

## **ARTICLE I**

1. Each person in the Mount Pleasant Association of School Administrators shall continue to perform his duties required by the employer on all existing terms except as hereinafter modified.
2. The Board agrees to deduct from salaries of members' dues for professional organizations which said members individually and voluntarily authorized. The Board further agrees to transmit all monies collected in one check to the Mount Pleasant Association of School Administrators as soon as the complete amount is deducted. The Board shall be indemnified by the Association for any loss it may incur as a result of this dues deduction.

3. The District shall deduct from the wage or salary of all employees listed in Article I, who are not members of the Mount Pleasant Administrator Association, the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with applicable law. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required under applicable law. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

A. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement. The Association shall supply the District with a list of names of nonmembers at least thirty (30) days prior to any regularly scheduled pay date; whereupon service fee deductions shall be made for the balance of that year.

B. The Mount Pleasant Administrators Association will indemnify and save the District harmless from any and all costs arising out of litigation in any form concerning the application of the provisions of this Article.

## **ARTICLE 2**

1. The word "Association" as used in this Agreement shall mean the Mount Pleasant Association of School Administrators.

2. The word "Board" as used in this Agreement shall mean the Board of Education of Mount Pleasant Central School District.

3. The words "terms and conditions of employment" as used in this Agreement are defined as in Section 201 of the New York State Public Employees Fair Employment Act.

4. The word "Administrator" as it is used in this Agreement refers to all members of the Mount Pleasant Association of School Administrators. These are full-time professionals in supervisory capacities other than the Superintendent and other Central Office Administrators. Current titles include Principals, Assistant Principals, Athletic Director and Supervisor of Special Education. Additional titles may be added by mutual agreement.

### **ARTICLE 3**

1. The Board of Education recognizes each Principal as the chief education leader in his/her school, responsible in his/her school for matters pertaining to the organization and administration of the building and the program, for matters pertaining to all phases of the instruction program, for matters pertaining to the direction of personnel and for matters pertaining to school management, all in harmony with the standards and goals of the Chief School Officer. To provide positive input into administrative, organizational, and curricular changes, Administrators shall receive prior notice and have the opportunity to provide critical input into administrative, organization and curricular changes.

2. Teacher Selection. The recruitment, interviewing, and selection of new staff members shall be the joint responsibility of principals and Central Administration. Under normal circumstances, staff members shall be selected for employment after consultation with the principal. Nothing contained herein is intended to abrogate the statutory duties and rights and responsibilities of the Board as set forth by law.

3. Assignment of Personnel. The assignment of administrative personnel is at the discretion of the board and the Superintendent. Decision on personnel assignments shall be communicated to the parties concerned at the earliest possible date; however, when

preliminary discussions are being held, the member shall have the right to present input to the individuals responsible for the decision.

4. Meetings. Principals will attend monthly Board meetings, other administrators shall attend only if requested by the Superintendent. Administrators shall be invited and are expected to attend special or executive meetings that pertain specifically to the Administrator level of responsibility. Unit members may be excused from attending said meetings at the sole discretion of the Superintendent of Schools.

5. The Association President and the Superintendent of Schools shall meet monthly to discuss matters of concern to either party.

#### **ARTICLE 4**

1. Full year administrators shall be employed on an annual basis, July 1, through June 30, and shall provide professional services as required herein. In the event an Administrator's employment with the District begins or terminates during the period in which he or she is required to provide professional service, then the Administrator's salary shall be prorated by multiplying his or her annual salary by a fraction whose numerator shall be the number of days employed, and whose denominator shall be two hundred and forty (240). Paid vacation, where applicable, shall be prorated in the same manner.

Administrators hired after July 1, 2001, shall start the year with 16 vacation days. The balance of the vacation days shall accrue monthly. However, if the monthly accrued vacation days [as opposed to the starting 16] are not used they will be carried over, and if not subsequently taken, are subject to payment upon separation from employment. If an Administrator commences employment after July 1, the aforesaid vacation days shall be

prorated. An Administrator has the option of utilizing the excess days pursuant to Article 4(2).

2. Required professional services. Fifty-two weeks, exclusive of legal holidays – inclusive of 20 days paid vacation to be taken when practical during non-instructional periods. Vacations are arranged at the discretion of the Superintendent. Vacation is payable at the rate applicable during the period the vacation is taken.

All administrators shall not be required to report to work during school recess periods during the school year (i.e., winter, mid-winter and spring recess periods.)

Administrators are encouraged to use vacation days each year. However, if not used, the District will buy back up to five (5) unused vacation days annually, at the unit member's per diem rate in effect for the school year in which said days were accrued and/or granted.

Additionally, if the Superintendent believes it warranted by the needs of the District, he/she may approve the carryover of an additional five unused vacation days. Such approval should be in writing.

3. Salaries

A. The Board of Education shall review salaries annually of the various District Administrators covered by this contract, as well as salaries for similar positions in comparable districts to determine, in its sole discretion, whether an increase in the base salary for a specific individual administrator is appropriate. Prior to any final determination to increase salaries, the District shall consult with the Association. The Association recognizes that the ultimate decision regarding such salary increases rests



with the Board of Education. Any increase will be effective in the following school year and will be made part of the individual administrator's base salary.

B. Salaries are to be increased as follows:

July 1, 2015 - +2.0%

July 1, 2016 - +2.0%

July 1, 2017 - +2.0%

Note: Unless agreed otherwise by the District and an Administrator, newly hired Administrators in their first year of employment will be subject to the salary negotiated with the Board of Education. Salary increases will take effect beginning in the second school year of employment.

4. Administrators serving a probationary appointment will be notified six months prior to the end of their probationary period if they are not to receive tenure. Tenured Administrators who are to have their positions abolished will receive six month notice of the anticipated change in status.

5. Pay Periods. The District shall have the option to change pay periods from the current 21 or 26 pay period option(s) to 20 or 24 pay period option(s), provided that the District is successful in revising the pay periods for the other bargaining units in the District.

## **ARTICLE 5**

1. Personal Leave Days

A. Administrators shall be entitled to up to four (4) days personal leave annually for the purpose of attending to urgent personal business which cannot be done on a day or time other than that on which school is in session (i.e. graduation, essential legal transactions, hospitalization of family member, etc.). These days may be requested in the same manner as sick leave, with the administrator giving at least two (2) weeks'

notice where practicable. These days will be identified only as “personal day taken in accordance with the collective bargaining agreement.”

B. Personal leave days taken immediately preceding or following a regularly scheduled vacation or holiday must receive prior written approval by the Superintendent. The request must state a specific reason for the personal leave day.

C. The four (4) personal days referred to in paragraph “1”, if not used, shall be accumulated as sick leave days.

D. More than four (4) personal leave days may be granted annually at the discretion of the Superintendent of Schools or the Board. However, personal leave days in excess of four (4) shall be deducted from accumulated sick leave.

## 2. Bereavement Leave

A. Five (5) days leave will be granted for death in the immediate family: mother, father, husband, wife, child, brother, sister, mother-in-law, father-in-law. Additional time may be granted at the discretion of the Board of Education.

B. The five (5) days shall commence depending on the individual administrator’s choice, either with the day of death, the day immediately following the date of death, or with the day of the funeral.

C. One day’s leave will be granted for death in the intermediate family: aunt, uncle, grandparent, brother-in-law, sister-in-law. Additional time may be granted at the discretion of the Board of Education.

D. One day’s leave will be granted for attendance at the funeral of a non-family member. Additional time may be granted at the discretion of the Board of Education.



3. Child Care Leave

A. The Board of Education shall grant administrators an unpaid childcare leave up to a maximum of the balance of the school year in which the notice is given plus the following school year.

Requests for such leaves must be submitted at least eight (8) weeks in advance of the birth or adoption, except in cases of emergency. All child care leaves must terminate at the end of a school year. Prior to an administrator being eligible for a second child-care leave (not including an unpaid leave under Family Medical Leave Act) he/she must return to work and serve a full school year.

B. Prior to the expiration of the leave, the administrator may request early return to duty. This request may be granted at the sole discretion of the Board. The Board shall not, however, deny a request to return to duty beyond the September 1<sup>st</sup> immediately following the administrator's request, provided that such request is made prior to February 1<sup>st</sup>.

C. An administrator who intends to request an extension of child-care leave must request such extension by February 1<sup>st</sup>.

D. An administrator who becomes disabled in connection with pregnancy or childbirth may apply her sick leave if she has not commenced an unpaid child-care leave.

E. No service credit shall be granted for time spent on leave.

4. Personal Leaves of Absence

A. Tenured administrators have the right to request personal leave for a period of one year without pay. The Board of Education recognizes the periodic need for the professional staff to take a year long personal leave without pay.

B. The Board of Education will evaluate the request for a personal leave based upon the following guidelines:

i. Unpaid personal leave may be granted for restoration of health, opportunity for service through a recognized professional or service organization; family responsibilities or opportunity to enhance the Administrator's expertise in his or her subject area through working in a related field, such service to be temporary by prearrangement with both employers.

ii. Leaves may not be less than a full year's duration, unless otherwise determined by the Board of Education.

iii. Applications must be submitted in writing by March 1 of the year prior to the leave, which deadline may be waived by the Board.

iv. Requests for extension of leave must be received no later than March 1 of the leave year.

v. No administrator may be granted more than one non-emergency leave in a ten-year period.

vi. In cases of emergency, the parameters of this policy may be altered at the discretion of the Board of Education.

vii. Leaves will begin at the beginning of the school year except with the approval of the Board of Education.

C. Applicants will be notified of the Board's decision within six weeks of the receipt of application by the Superintendent. The Board shall have the right to reject an application based upon any unusual staffing problems that may arise.

D. No service credit shall be granted for time spent on leave and the applicant shall not receive any fringe benefits during this time period. However, the administrator will have the right to continue fringe benefits at his or her own expense.

5. Worker's Compensation Leave

Any employee who is absent because of injuries received in the course of his or her employment, who is not guilty of negligence and who is eligible to receive payment under Workers' Compensation, shall have accumulated sick leave deductions as follows:

Days absent: 1 to 5

Days deducted: None

Days absent: Over 5

Days deducted: Percentage of one day which is equal to the difference between his or her actual daily pay and daily amount which the School District receives from Workers' Compensation Insurance.

6. Visiting Days and Conference Leave

Visiting and conference days may be allowed when approved by the Superintendent of Schools, based upon the educational value of the program.

7. Health Insurance Coverage

Full time active unit members shall be provided with health insurance coverage (individual, two person or family). The District shall pay the full premium cost for said health insurance coverage. Full time active unit members enrolled in the health insurance plan (individual, two person or family) shall contribute twenty percent (20%) of the premium cost for such health insurance coverage.

8. Health Insurance Buy-Out

A. Full time administrators who are covered under another health insurance plan, other than the District's plan, may opt to waive coverage under this agreement for a full year by completing the appropriate form furnished by the District. In order to be eligible for this option, an administrator must certify that he/she has health insurance through another source.

B. Any full time administrator who elects to take the buy-out shall receive as salary 50% of the premium savings, less the cost of retirement, social security and other fringe benefits.

C. Administrators electing to waive or reduce their coverage must do so each year by March 1, with the provisions of this section taking effect on July 1. Payment of the administrator's share shall begin with the first half-payment on the payroll nearest to October 15<sup>th</sup> and a second payment on the payroll nearest to April 15<sup>th</sup>. Full coverage will be automatically reinstated each year the administrator fails to file. Reinstatement shall take place on July 1<sup>st</sup> and all benefits will be available on that date.

D. In the event that an administrator's status changes drastically so that this arrangement causes severe hardship on the administrator, that administrator may apply for reinstatement. Such circumstances may include death of a spouse, loss of a spouse's employment, loss of a spouse's insurance coverage, or divorce, but not limited to the aforementioned examples.

9. Retiree Health Insurance Coverage

The coverage of health insurance for members of the bargaining unit who retire

shall be continued with the Board provided that the retiree meets the following requirements:

a. Has completed a minimum of 10 years of continuous service with the School District.

b. Has qualified for retirement as a member of a retirement system administered by the State of New York or one of its civil divisions and retires into said retirement system.

c. Has been enrolled in the District's health insurance plan for the minimum required period of time, pursuant to the health insurance plan. Leaves of absence will not be considered as interruptions of continuous service; however, leaves of absence shall not be counted as years of service for purposes of paragraph (a).

d. The retiring unit member shall be required to make the same percentage contribution to the cost of health care premiums he/she was making immediately prior to retirement. Said percentage shall continue until he/she is Medicare eligible at which time Medicare will become the primary coverage for the retiree and he/she will not be required to make any further contribution towards health care premiums to continue his/her District provided health coverage. The District will provide reimbursement of the Medicare Part B premium amount, but not to exceed \$125 per month.

#### 10. Personnel Files

A. Administrators will be provided with copies of any materials placed in their files except for materials such as official documents from colleges and the State Education Department. An Administrator will have the opportunity to make a written

statement concerning any document added to his/her file; this statement will be attached to the document.

B. An administrator shall have the right to add written statements or documents to his/her file.

C. Each administrator shall, upon written request, have the right to review the contents of his/her own personnel file in the presence of the Superintendent and/or his designee and the administrator's representative, excluding placement files and letters of reference.

11. Miscellaneous Benefits

A. Education Law §3811/Public Officer's Law §18. The provisions of Public Officer's Law Section 18 and Education Law Section 3811 shall be applicable to all members of the bargaining unit.

B. Personal Property. The Board shall provide insurance to cover vandalism or theft of personal property of members when such vandalism or theft occurs in the performance of school duties. In cases of theft, reasonable precautions shall have been exercised by the member to prevent theft.

C. Medical Examination. The Board will provide a sum not to exceed \$500.00 annually for each member to have a comprehensive physical examination, including chest x-ray and electrocardiogram. The examination shall be by a physician of the member's choice, and the results of said examination may be requested by the school physician. All medical reports received are personal and held in strict confidence and filed apart from the individual's personnel folder. Reimbursement to the member will be



made upon receipt of doctor bills indicating the nature of examination and tests performed.

D. On the date on which tenure becomes effective, Administrators shall receive an additional \$2,500 which shall be added to base salary. Regardless of the number of times an Administrator may be granted tenure in different positions, no Administrator shall have the \$2,500 added to her/his base salary more than one time.

E. Career Increment: The District will make a payment, as a career increment, as follows:

(Effective July 1<sup>st</sup> of each year)

<b>Years of Service</b>	
+15 Years	\$ 4,000
+20 Years	\$ 8,500
+25 Years	\$ 10,000
+30 Years	\$ 11,000

F. Personal Illness Leave

i. Ten (10) days sick leave will be granted annually to administrators during the first year of their probationary period. Administrators in the second and third years of their probationary period will receive twelve (12) days annual sick leave. Tenured administrators will receive thirteen (13) sick days annually.

ii. All administrators shall be granted a personal sick leave accumulation of thirty-five (35) days upon hire. For those administrators hired after August 19, 2009, he/she shall be granted a personal sick leave accumulation of twenty

(20) days. The parties herewith acknowledge that the above-referenced personal sick leave days may only be utilized for use by the administrator for personal illness and may not be applied to an administrator's accumulation for payment upon retirement as set forth in sub-paragraph (b) below. Sick leave is accumulative to two-hundred and thirty-five (235) days for use by the administrator for personal illness purposes only.

G. Unused Sick Leave Reimbursement

- i. Administrators resigning from the District for the purposes of retirement having served the District for a minimum of fifteen (15) years and eligible for service retirement under the New York State Teachers' Retirement System (NYSTRS) shall be granted the following benefit:

Accumulated Days Total	Rate of Payment Per Day	Maximum Award
0-50	\$0	\$0
51-100	\$75	\$3,750
101-150	\$80	\$4,000
151-200	\$85	\$4,250

Cumulative Total		\$12,000
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e.g.	51 days of accumulated sick days	=	\$75.00 award
	63 days of accumulated sick days	=	\$900.00 award
	110 days of accumulated sick days	=	\$4,550.00 award

- ii. All such payments shall be deposited as a one-time, non-discretionary, non-elective employer contribution to the IRC 403-b account of each eligible employee. The employer non-elective contribution set forth above shall be contributed to the provider designated by each eligible retiring employee to receive employer

contributions. Eligible employees shall notify the District in writing of the total elective contribution, if any, made by them to any 403-b accounts outside of that which they contribute as an Administrator of the Mount Pleasant Central School District by at least one month prior to the Administrator's effective date of retirement. The exception to this notice requirement would be in the event that the Board of Education adopts a NYS Retirement Incentive Plan.

- iii. The District shall make the maximum non-elective contribution permitted under IRC §415 (c)(1) of 1986 as amended. In the event that the aggregate of the employer non-elective contribution and the employee elective contributions exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the eligible retiring employee as compensation, subject to any and all applicable taxes.
- iv. The Association acknowledges that the District has made no representations to the Association or its members as to the position of the Internal Revenue Service regarding the tax-deferred status of the above-referenced contributions or as to the position of NYSTRS regarding whether these contributions shall be included in the members' final average salary. The District acknowledges that the Association has made no representations to its members as to the position of the IRS on the tax-deferred status of the above-

referenced contributions or as to the position of NYSTRS regarding whether these contributions shall be included in the members' final average salary.

- v. The parties herewith acknowledge that the thirty-five (35) or twenty (20) sick leave days granted upon an administrator's hiring by the District shall not be applied to this provision in any manner.

H. Sick Leave Bank

- i. A Sick Leave Bank (SLB) has been established to provide SLB days to administrators in the event of prolonged or chronic illness or disability and who have exhausted their sick leave accumulation (maximum of two hundred (200) days, inclusive of the thirty-five (35) or twenty (20) days granted upon hire).
- ii. The parties acknowledge that, effective with the date of execution of this memorandum of agreement, the administrator's SLB shall contain one hundred and one half (100.5) days for use by Association members.
- iii. Each administrator thereafter shall be required to contribute one (1) day per year (out of the administrator's personal allotment granted each year) to the SLB, up to a maximum of one hundred (100) days for use by the entire unit. There shall be no contribution of SLB days by the District. Unit members having accumulated sick leave days totaling in excess of two hundred and thirty-five (235) days shall have those days automatically

deposited into the SLB annually. The SLB shall be replenished once the SLB days have been depleted to a level of fifty (50) days. Replenishment will require that each administrator contribute up to two (2) sick leave days out of the administrator's personal allotment granted each year.

- iv. The SLB shall be administered by a Board of Governors: two (2) members appointed by the Association President and two (2) members appointed by the Superintendent. The Board of Governors shall consider and/or act upon all requests for SLB days and shall establish any and all additional procedures (in addition to the procedures set forth herein) necessary to the SLB. In the event of a tie vote on the request for SLB days, the matter will be referred to a physician from the District's medical group for decision.
- v. SLB days are to be granted only in the event of prolonged or chronic illness or disability. Withdrawal of days from the SLB shall be limited to administrators who are disabled for a prolonged or chronic illness or disability and have exhausted their sick leave. There will be a twenty (20) working day deductible for all eligible administrators, except as waived by unanimous agreement by the Board of Governors.
- vi. The administrator must present valid medical evidence attesting to the need for SLB days. The Board of Governors shall have the



power to require an examination by a physician selected by the Board of Governors. When such examination is made by an “in-network” health care provider, payment for such examination shall be split evenly between the District and the applicant. In all other cases, payment shall be made by the District.

- vii. The SLB shall not apply to an administrator adjudged by a qualified medical practitioner to be permanently incapacitated.
- viii. Any and all decisions rendered by the Board of Governors in connection with the administration of the SLB shall not be subject to review under the Grievance Procedure contained in Article 8.

I. Benefit Fund. A benefit plan will be provided to the Administrators’ organization to be utilized for the purchase of dental, optical, and life insurance premiums. Effective July 1, 2015, there shall be a reimbursement of up to \$3,300 per unit member each school year for the purchase of dental, optical and/or life insurance coverage. In order to receive such reimbursement, the Association shall be required to submit an invoice(s) evidencing such coverage and the need for reimbursement to the Business Office, either on a monthly basis or as billed by the provider of the particular benefit. The Unit shall advise the Business Office of the manner in which said reimbursement shall be facilitated no later than September 1<sup>st</sup> of each school year. Reimbursement shall be made within fifteen (15) days of submission of the above-referenced invoice(s) to the Business Office. In the event the total expended for the purchase of benefits is less than the full \$3,300 allotment per unit member in a given year, any monies remaining shall be kept by the District.



In the event the Unit creates a Benefit Fund in accordance with applicable rules and/or regulations of the Internal Revenue Code, the parties herewith agree to reopen the contract solely for the purposes of discussing the implementation of said Benefit Fund Program. Notwithstanding the foregoing, there shall be no increase in the per capita amounts set forth above for the life of this agreement.

J. Tuition Reimbursement. A tuition reimbursement plan will be provided for a maximum of twelve graduate credits per year. Courses studied must enable the Administrator to improve his/her performance as a School Administrator. Courses must have the prior approval of the Superintendent of Schools and payment will be made upon presentation of a transcript indicating successful completion of the course studies.

K. Each Administrator shall be eligible for a total of three (3) study days annually. Days are to be taken with the approval of the Superintendent of Schools with an appropriate report to be submitted within thirty days of the conclusion of the study days.

L. Impact Bargaining. The parties recognize that from time to time the Superintendent may request administrators to complete special projects, responsibilities requiring unique off-hour efforts or replacement services normally provided by other professionals. The parties further recognize that the proposed assignment of such tasks may require, upon the request of the Association, Impact Bargaining as required under the Taylor Law. To the extent that such additional work is for one or two semesters, the Superintendent and Association President are authorized to negotiate the impact of such changes and agree upon a stipend to be granted to the impacted administrator up to a maximum amount of \$3,000 per semester. As part of the Impact Bargaining it is

expected that the parties will define the scope of the work performed and the anticipated additional responsibilities involved. All such stipends shall be subject to Board of Education approval.

M. Administrators shall receive mileage reimbursement at the prevailing IRS rate for school related travel, including travel to and from home if the Administrator is returning for an evening meeting.

N. Retirees shall receive the dental and optical benefits provided to unit members. Unit members hired on or after August 17, 2009, shall be ineligible for such dental and optical benefits in retirement.

O. Retirement Incentive

- i. Any unit member who provides the District with six (6) months' notice of retirement shall receive a \$5,000 non-elective employer contribution to the member's 403(b) account.
- ii. For the 2014/15 school year only, in lieu of the above benefit, any unit member who within ten (10) days of ratification of this Agreement submits a letter of resignation for purposes of retirement, with an effective date no later than August 1, 2015, shall have his/her health insurance fully paid for the first 5 years of retirement, after which the rate shall be governed by the current Article 5.9(d).

## **ARTICLE 6**

The Board and its Chief School Officer reserve and retain full rights, authority, and discretion to supervise and manage the School District and its staff, to determine and administer education policy, to operate the schools, and to direct the professional staff.

## **ARTICLE 7**

1. This Agreement shall supersede any rules, regulations, or practices of the Board that are contrary to its terms.
2. Any individual arrangement, agreement, or contract between the Board and an individual administrator, heretofore executed, shall be subject to the terms and conditions of this Agreement, and any individual agreement or contract hereafter executed shall be made expressly subject to the terms of this Agreement. When an inconsistency arises between the terms of this Agreement and the terms of any future individual arrangement, agreement, or contract, the terms of this Agreement shall prevail.

## **ARTICLE 8**

### **Grievance Procedures**

1. Definition:

“Grievance” is a complaint by any administrator or group of administrators in the bargaining unit or by the Association, concerning an alleged misinterpretation or misapplication of a provision of this Agreement.

2. Time Limits

A. A grievance must be filed within thirty (30) days after the administrator knew or should have known about the cause of his/her grievance. “Days” shall be defined as calendar days.

B. If a decision on a grievance is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding step and further appeal shall be barred.

C. Failure by a party at any step of the grievance procedure to meet or to communicate the decision on a grievance within the specified time limits shall permit lodging of an appeal by the other party at the next step of the procedure within the time which would have been allotted had the decision been given.

D. The time limits specified for either party may, however, be extended or reduced by mutual agreement.

E. Absent other agreement by the parties, the timeline for grievances filed after June 1<sup>st</sup> will be suspended until the first day of the following school year.

### 3. Purpose and General Procedures

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure.

B. Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reasons therefore, and will be promptly transmitted to the Association representatives processing the grievance at such step and to the administrator initiating the grievance.

C. Nothing contained herein will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate

member of the administration and having the grievance adjusted without intervention of the Association provided:

- i. The adjustment is not inconsistent with the terms of this Agreement; and
- ii. If the administrator desired, the Association has been given an opportunity to be present at such adjustment and to state its view on the grievance.

4. Step 1 – Superintendent

An administrator or Association representative with a grievance will first discuss it with the Superintendent or the Superintendent's designated representative. This may be done directly, or the individual administrator may pursue it through the Association, with the objective of resolving the matter informally. If the grievance cannot be resolved informally, it shall be reduced to writing and presented to the superintendent. Within ten (10) school days after the written grievance is referred to him/her, the superintendent shall render a decision thereon.

5. Step 2 – Board of Education

A. If the Association is not satisfied with the disposition of the grievance at Step 1, the President or his/her designee shall file an appeal of the grievance in writing, together with copies of the grievance and the decision at Step 1, with the full membership of the Board of Education within fifteen (15) school days after the decision at Step 1.

A copy of the appeal shall simultaneously be submitted to the Superintendent.

B. No later than the next regularly scheduled meeting of the Board of Education which is not less than seven (7) calendar days after the filing of the appeal or at a special



meeting of the Board of Education called earlier for such purpose, the Board of Education shall consider the grievance in executive session held at a mutually acceptable hour. An appropriate representative selected by the Association shall be heard on behalf of the Association by the Board of Education.

C. Within seven (7) school days after such meeting, the Board of Education shall render a decision in writing on the grievance.

6. Step 3 – Arbitration

A. If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days after the decision at Step 2.

B. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made the American Arbitration Association by either party. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. If there is any conflict between the provisions of the collective bargaining agreement and the Voluntary Labor Arbitration Association, the provisions of the Agreement shall prevail.

C. The arbitrator so selected will hear the matter and the arbitrator's decisions will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitration hearings will be held in a Mount Pleasant School District building during school hours.



D. The arbitrator shall limit his/her decision strictly to the interpretation or application of the provision or provisions of this Agreement and shall be without power or authority to make any decisions:

- i. contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or of applicable law, or rules or regulations having the force and effect of law;
- ii. involving Board discretion or Board policy under the provisions of this Agreement, under Board rules or regulations, under regulations having the force and effect of law, or under applicable law;
- iii. limiting or interfering in any way with the powers, duties and responsibilities of the Board or the Superintendent of Schools under the Board's rules or regulations, applicable law, and rules and regulations having the force and effect of law.

E. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as advisory by the parties to the dispute.

F. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

## **ARTICLE 9**

The parties agree that the Annual Personnel Performance Review (APPR) shall be finalized by mutual agreement prior to June 30, 2016.

## **ARTICLE 10**

1. This Agreement shall become effective July 1, 2015 and shall expire on June 30, 2018, or until replaced by another agreement.
2. In the event that either party wishes to amend this Agreement, or in the event that the Board or the Association wish to consider matters not covered by this Agreement, notice shall be given in writing to the other party and negotiations may then be entered into between the two parties.
3. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent jurisdiction, the balance of the remainder of this Agreement shall remain in full force and effect.

It is further agreed by and between the parties hereto that should this Agreement be in conflict with district policy, the Agreement shall govern except as provided by law.

It is understood by the parties that no final Agreement shall be executed without formal ratification by the Administrators and by the Board of Education. It is further agreed by and between the parties that any provision of the Agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

## **ARTICLE 11**

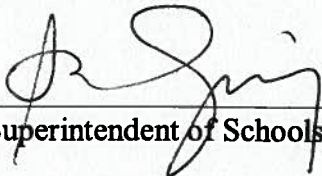
The Association acknowledges that the District has made no representations to the Association or its members as to the position of the Internal Revenue Service regarding the tax-deferred status of any of the salaries and/or payments set forth in this collective bargaining agreement or as to the position of NYSTRS regarding whether said


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salaries and/or payments shall be included in the members' final average salary. The District acknowledges that the <sup>MPAA</sup>~~MPASA~~ has made no representations to its members as to the position of the IRS on the tax-deferred status of said salaries and/or payments or as to the position of NYSTRS regarding whether said salaries and/or payments shall be included in the members' final average salary.


**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year above written.

For the Board of Education  
Mount Pleasant Central School District

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
President  
Board of Education

For the Mount Pleasant Association  
of School Administrators

  
\_\_\_\_\_  
President of the Mount Pleasant  
Association of School Administrators