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**Contract Database Metadata Elements**

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Union: **Mount Pleasant Cottage School Association of Teachers**

Local:

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5673

**MOUNT PLEASANT COTTAGE SCHOOL**

*Union Free School District*  
P.O. Box 8, 1075 Broadway  
Pleasantville, New York 10570

**NORMAN FREIMARK, Ed.D.**  
Superintendent of Schools

(914) 769-0456 x 201  
Nfreimark@mpcsny.org

**SUPPLEMENTAL MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**MOUNT PLEASANT COTTAGE SCHOOL UNION FREE SCHOOL DISTRICT**  
**AND**  
**MOUNT PLEASANT COTTAGE SCHOOL ASSOCIATION OF TEACHERS**

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MOUNT PLEASANT COTTAGE SCHOOL UNION FREE SCHOOL DISTRICT, hereinafter referred to as "the District" and The MOUNT PLEASANT COTTAGE SCHOOL ASSOCIATION OF TEACHERS, hereinafter referred to as "the Association";**

**WHEREBY, the parties agree that it is in their mutual best interests to clarify retiree health insurance benefits to the current collective bargaining agreement between the parties, dated July 1, 2003 through June 30, 2007.**

**Amend Article XVIII, (B) Insurance, Annuities and Retirement, (at page 25)**

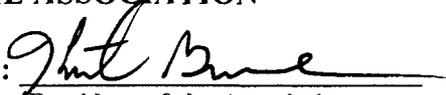
Retirees must request in writing to the Superintendent a change in health insurance coverage status from individual to family after retirement. However, the retiree is responsible for the difference in the cost of the premium between individual and family coverage. Should a retiree decease, the surviving spouse/dependent may continue benefits by paying COBRA as permitted by law. The district will not assume the cost of the survivor benefit.

**SO AGREED, this 24<sup>th</sup> day of June 2004** subject to ratification by the respective constituencies.

**THE DISTRICT**

BY:   
Superintendent of Schools

**THE ASSOCIATION**

BY:   
President of the Association

**RECEIVED**

JAN 03 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

65



**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**MOUNT PLEASANT COTTAGE SCHOOL UNION FREE SCHOOL DISTRICT**  
**AND**  
**MOUNT PLEASANT COTTAGE SCHOOL ASSOCIATION OF TEACHERS**

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MOUNT PLEASANT COTTAGE SCHOOL UNION FREE SCHOOL DISTRICT**, hereinafter referred to as "The District" and **THE MOUNT PLEASANT COTTAGE SCHOOL ASSOCIATION OF TEACHERS**, hereinafter referred to as "The Association".

**WHEREBY**, the parties agree to modify the 2003-2007 agreement to include Appendix F as per the following:

**Mount Pleasant Cottage School UFSD Mentoring Plan**

**Introduction**

The Mount Pleasant Cottage School UFSD is challenged to hire and retain teachers due to the uniqueness of its mandate to educate a population of emotionally disturbed students in a residential setting. In order to ensure the success of new teachers who are hired by our District we have developed a mentoring plan to support them during their first year of teaching. The mentor's role will be one of guidance and support. It is believed that if our new teachers are closely mentored that the District will meet the goals of the program i.e., to increase teacher retention, improve the school climate, and improve instruction and as a result, student achievement will rise.

**Selection Procedure**

All mentors must provide proof that they have completed the NYSUT approved Teacher Mentoring Training course and must be tenured teachers in the Mount Pleasant Cottage School UFSD. Mentors are recommended for pairing with a newly hired teacher new to the profession (as required by 8NYCRR Section 80-3.4(b2)) by the New Teacher Screening Committee and chosen by the building principal. Newly hired teachers who are not required to receive mentoring by state law may be recommended by the New Teacher Screening Committee or the building principal for mentoring and will receive mentoring services if the budget allows, based upon approval by the Superintendent.

Qualified mentors who are not currently teaching in the District may be hired when the list of qualified mentors who are teaching in the District has been exhausted, based upon the mutual agreement of the Superintendent and the President of the Teachers' Association.



## **Mentor Training**

Currently there are thirteen (13) qualified mentors in the District. All of the mentors have successfully completed the NYSUT sponsored Mentor Training Course. These candidates will form the pool of mentors and will be assigned as needed in the District until the pool is exhausted (see Selection Procedure). The Professional Development Committee will review the pool of mentors annually to determine if the training of additional mentors is necessary.

## **Mentoring Activities**

Mentors should perform the following activities as needed:

- Orienting the new teacher to the school and the school culture
- Familiarizing the mentee with the District and building resources
- Peer coaching
- Modeling of teaching
- Observation of instruction
- Instructional planning
- Sharing ideas, teaching strategies and information about the instructional process
- Team teaching
- Joint lesson planning
- Reflection activities
- Curriculum development around the NYS Standards
- Suggest and discuss behavioral management techniques
- Discuss the supervision of the aides
- Discuss the utilization of technology in teaching and learning
- Be a resource for conducting special education activities
- Provide guidance for interaction with the Agency

The mentee is expected to make a commitment to the relationship, utilizing the resources that the mentor and the Mentoring Program offer.

## **Time Allotted for Mentoring Activities**

Mentors and mentees are expected to meet for at least 45 hours per year as follows: one staff development day in August, during common planning time (a minimum of one period per week is expected), one required after school meeting, release time for observation or meeting time, lunch time, after school time. Thirty-six hours are built into the schedule and it is expected that the mentor and mentee arrange a minimum of 9 additional contact hours. Scheduling for common planning time will be the responsibility of the principal. The principal will also arrange for release time for observation and meeting.



### **Record Keeping**

A time log must be kept by the mentor and copied to the Assistant Superintendent of Curriculum and Instruction, the personnel file for the mentor and mentee indicating the time and date of all meetings between the mentor and mentee and the types of activities that were conducted during the meeting. Entries are to be general in nature as discussions between the mentor and mentee are confidential. Logs must be submitted with the certificate number of the mentor and the mentee indicated. Meeting time for the mentor and mentee that has been arranged by the District totals to 36 hours (see "Time Allotted for Mentoring Activities). Nine additional hours are to be arranged by the mentor and mentee.

### **Compensation for Mentors**

Mentors who are current District employees will receive 3 in-service credits or a \$800 stipend to be paid at the end of the school year or at the end of the mentor/mentee relationship. If the mentor relationship ends prior to the completion of 45 hours, then the mentor will receive compensation on a prorated basis.

### **Qualities of the Mentoring Relationship**

The relationship between the mentor and mentee should be one that is professional in nature. The relationship should be flexible, trustful, mutually educational and provide for frequent and sustained contact. All interactions between the mentor and the mentee are to remain confidential. Any document that is generated during the mentoring process cannot be used for evaluative or disciplinary purposes without the permission of both the mentor and mentee. However, anything that is criminal or seriously affects the safety of staff or students must be reported by the mentor to an administrator after consultation with the program coordinator.

### **The Role of the Principal**

The principal will assign mentors to serve newly hired teachers with input from the New Teacher Screening Committee. The principal will support the mentoring process by assisting with the scheduling of program activities and assist in the evaluation of the program. The principal may also identify areas of concern about the mentee that were brought to light during the supervisory process to the mentor. This will enable the mentor and mentee to resolve the identified issues during the mentoring process.



### **Role of the School Community**

It is important that the school community support the mentoring process in order for the program to meet its goals of increased teacher retention, improved instruction, enhanced school climate and rising student achievement. Some activities that the mentee should be involved in that will involve others in the school community include but are not limited to the following: observation of a teacher upon the suggestion of the mentor and the permission of the teacher observed, inclusion of the new teacher in action research, inclusion of the new teacher in curriculum development, collegial collaboration and of course introduction to the staff.

### **The Role of Mentoring in the Annual Professional Performance Review**

Mentoring should complement supervisory practices such as the annual professional performance review, staff development, observations by supervisors etc. and not replace them.

### **Program Coordination**

A Program Coordinator will be assigned as needed and determined by the Assistant Superintendent for Curriculum and Instruction. The Program Coordinator will work with the principal to set up conferences, activities, teacher observations or mentor training. If the mentoring program has only has four or less active mentoring pairs in the District then the Coordinator will be compensated with 1 1/2 in-service credits or \$250 per year. If the Program has five or more active mentoring pairs in the District, then the Coordinator will be compensated with 3 in-service credits or \$500 per year. The mentors will meet quarterly or as needed to discuss issues.

### **Program Adjustments**

If the mentoring relationship breaks down, the mentor or the mentee will report the situation to the principal. If the principal determines that the relationship is irreparable, he/she will replace the mentor who will receive pro-rated compensation. The newly appointed mentor will also receive pro-rated compensation. All mentoring relationships are to remain confidential.

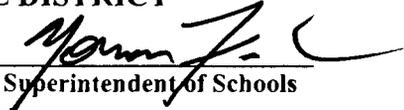


**Program Evaluation**

An internal evaluation of the program will be conducted annually and a report will be generated to the administrators and the teachers. The evaluation will be conducted by the Professional Development Committee and will measure outcomes (teacher retention, school climate and student achievement) to ascertain if the mentoring program has met its goals. Data will be collected from the mentors, mentees, the principals and the Assistant Superintendent of Curriculum and Instruction regarding the success of the program, relationships among the parties involved and suggestions for improvement in the future. Data reviewed will include teacher retention, student report cards, student achievement on NYS Examinations and data taken from the Tom Kelly Teacher Needs Assessment survey.

SO AGREED THIS 26<sup>TH</sup> DAY OF JULY 2004, SUBJECT TO  
RATIFICATION BY THE RESPECTIVE CONSTITUENCIES.

THE DISTRICT

BY:   
Superintendent of Schools

THE ASSOCIATION

BY:   
President of the Association

**DATED: JULY 26, 2004**



**MOUNT PLEASANT COTTAGE SCHOOL**

*Union Free School District*

**P.O. Box 8, 1075 Broadway  
Pleasantville, New York 10570  
FAX (914) 769-7853**

**NORMAN FREIMARK, Ed.D.**  
Superintendent of Schools

**(914) 769-0456 Ext. 201**  
Nfreimark@mpcsny.org

Agreement  
Between

Mount Pleasant Cottage School, UFSD  
(hereinafter "The District")

and

Mount Pleasant Cottage School Association of Teachers  
(hereinafter "The Association")

The above-captioned parties agree to the following amendments to the current collective bargaining agreement between the parties, dated July 1, 2003 through June 30, 2007.

Amend Article XVI, (A), Temporary Leaves of Absence, (at page 21).

"Personal leave provisions become effective the first day a staff member reports for duty. A teacher hired after September 1 in any year or leaving payroll prior to the end of the school year shall receive a prorated number of personal days, to be calculated at .4 personal days per month. The prorated number shall be available the first day the staff member reports for duty."

Amend Article XIV (D) sick leave at (page 18) by deleting it in its entirety and reducing it with the following language:

"Sick leave provisions become effective the first day a staff member reports for duty. A teacher hired after September 1 in any year or leaving payroll prior to the end of the school year shall receive a prorated number of sick leave days in any such year (approximately 1.6 days per month). The prorated number shall be available the first day the staff member reports for duty."

Amend Article XIV, (B), (Compensation for unused sick leave) (at page 18), by adding the following language:

In calculating the amount of compensation for unused sick leave for teachers hired after September 1 or who retire before June 30 in a school year, earned sick leave will be prorated pursuant to Article XIV, (D) as amended (above).



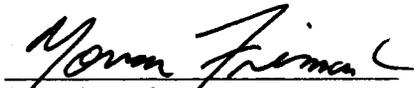
Amend Appendix D (8) (Memorandum of Agreement regarding non-elective contribution to 403 (b) Tax Sheltered Annuity), by adding the following language:

In calculating the amount of compensation for unused sick leave for teachers hired after September 1 or who retire before June 30 in a school year, earned sick leave will be prorated pursuant to Article XIX, (D) as amended (above).

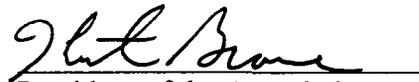
These amendments shall be subject to Article XI of the Collective Bargaining Agreement between the parties and to Section 209-a-1-e or the Public Employees' Fair Employment Act.

These agreements reached on the 10<sup>th</sup> day of February 2004.

For the District:

  
\_\_\_\_\_  
Superintendent

For the Association:

  
\_\_\_\_\_  
President of the Association











**AGREEMENT**

**BETWEEN**

**MOUNT PLEASANT COTTAGE SCHOOL  
UNION FREE SCHOOL DISTRICT**

**and**

**MOUNT PLEASANT COTTAGE SCHOOL  
ASSOCIATION OF TEACHERS**

**EFFECTIVE**

**JULY 1, 2003 THROUGH JUNE 30, 2007**

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## **ARTICLE 1 – RECOGNITION**

### **A. Recognition Resolution**

The Board of Education of the Mount Pleasant Cottage School Union Free School District per Board action of January 18th, 1969, recognizes the Mount Pleasant Cottage School Association of Teachers as the exclusive negotiating agent for the teachers of this District.

### **B. Duration**

The duration of this Contract shall be from July 1, 2003 through June 30, 2007.

### **C. Dues Deduction**

1. The District agrees to deduct from salary payments due the members of the bargaining unit and remit to the Treasurer of the Association membership dues as authorized by each member of the unit in a written, signed document filed with the District.
2. In addition, at the request of the employees, the District will deduct dues from the salaries of said employees for any other professional associations with dues in excess of \$50.00 annually as said teachers so authorize, and to transmit the monies monthly to such associations. Such authorization shall be in writing and must be submitted each school year at least 30 days before the payroll date upon which the first deduction is to be made, but in no case later than December 1st.
3. Such authorizations referred to in C.1 and C.2 above shall be continuous unless revoked in writing.

### **D. Agency Fee**

1. Pursuant to Section 208.3(b) of the Civil Service Law, the District agrees to deduct from salary payments of all members of the bargaining unit represented by the Association who have not filed dues deduction authorizations with the District an amount equivalent to the amount of dues levied by the Association and to remit the sums so deducted to the Treasurer of the Association.
2. The Association hereby holds the Board of Education and the School District harmless for any funds deducted pursuant to this provision and hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by an appropriate agency or court, the District shall no longer have an obligation to deduct agency fees until such time as the Association's rebate procedure is deemed lawful by an appropriate agency or court.

**E. Legislative Implementation Clause**

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

**ARTICLE II - DEFINITIONS OF TERMS USED IN THIS AGREEMENT**

The terms used in this Agreement shall have the meanings set forth below:

- A. "Association" means the Mount Pleasant Cottage School Association of Teachers.
- B. "School District" or "District" means Mount Pleasant Cottage School Union Free School District, Pleasantville, New York.
- C. "Board" or "Board of Education" means the Board of Education of the School District.
- D. "Superintendent" means the Superintendent of the School District.
- E. "Promotional Position" means any position paying a salary difference over the teacher salary schedule or any position on the administrator-supervisor level, including but not limited to positions as Assistant Superintendent, administrative assistant, supervisor, director, principal, department head, psychologist and guidance counselor.
- F. "Administrator" or "Administration" means those certified School District officials whose professional duties include those of a supervisory nature.

**ARTICLE III - NEGOTIATION**

**A. Procedures**

The first meeting(s) shall be devoted to the establishment of procedures mutually agreeable to both parties.

**B. Meetings for Negotiation Procedures**

No later than May 15 preceding the date this Agreement expires, negotiations will be undertaken for a successor agreement.

**C. Negotiation Meetings**

In the event a negotiation meeting is held during part of a school day the members of the negotiating committee of the Association shall be released from their regular school duties without loss of pay. Negotiating meetings during part of the school day shall be by mutual agreement only.

**D. Impasse Procedures**

In the event an impasse in negotiating occurs, the parties agree to follow the impasse procedures as set forth in Section 209 of the Taylor Law.

**E. Availability of Budgetary and Statistical Information**

The Superintendent will make available a copy of the District budget to the Association at the same time said budget is made available to the Board. Specifically, the President of the Association will get a copy of the budget by 3 P.M. of the Friday prior to the Monday Board meeting at which the Board will have the budget. A copy of Form ST-3 "Annual Financial Report" will be made available to the Association upon request to the School District when completed.

**F. Negotiation Panel**

Negotiations shall be conducted only by persons designated as representatives of the Board and representatives of the Association with a maximum of five members per each group, except that any of the parties hereto may have legal counsel present and may at any time invite such other persons to the negotiation discussions as may reasonably be required to supply information specific to a given issue.

**ARTICLE IV - LABOR MANAGEMENT COMMITTEE**

- A. A labor management committee comprised of the President of the Association and not more than two members of the Association, the Superintendent and not more than two other members designated by the Superintendent will be established. The committee will meet on a monthly basis to discuss matters of mutual concern. The Superintendent and the President of the Association will exchange agendas two days before each meeting. Each party can thereafter add only one item to its agenda.
- B. Curriculum proposals by teachers will be submitted to the committee for approval. Projects approved by a majority vote of the committee shall be submitted to the office of the Superintendent for final decision.

**ARTICLE V - PROFESSIONAL WORKSHOPS AND CONFERENCES**

- A. Members of the professional staff may attend meetings at District expense when, in the judgment of the Superintendent, both the staff member and the school system will be benefited. The opportunity to attend at District expense shall be rotated so as to promote professional development throughout the staff.

Such attendance shall be considered particularly desirable when important information can be acquired effectively only by attending, when the staff member is appearing on the program, or when professional recognition is being accorded to him or her.

**B.** Staff members may not attend at District expense those meetings which are held:

1. By organizations outside the staff member's own special field;
2. By organizations outside the profession of education;
3. For the purpose of promoting the personal welfare of staff members.

**C.** The program of the Superintendent's Conference Day will be planned in consultation with the Association.

**ARTICLE VI - NEW POSITIONS, OPENINGS, ASSIGNMENTS AND TRANSFERS**

**A. Definitions**

1. Voluntary transfers are transfers initiated at the request of the individual teacher.
  2. Involuntary transfers are transfers initiated by the Superintendent.
- B.** When other than a normal classroom teaching position becomes available a list of qualifications for the position will be published and posted prior to the deadline for application.
- C.** Requests from the present staff for voluntary reassignment and/or transfer to a new classroom teaching position or vacated existing classroom teaching position will be considered to the extent that they do not conflict with the instructional requirements and the best interests of the school system. Final decision will be made by the Superintendent and shall not be subject to the grievance procedure.
- D.** An announcement shall be made immediately as to who was appointed to such position.
- E.** The assignment of staff members and their transfer to positions shall be made by the Superintendent. Effort will be made to keep teachers in areas of their competency.
- F.** Involuntary transfers of teachers from one grade to another will not be made without prior notification to the teacher involved.
- G.** 1. If, after this notification the transfer is still deemed involuntary, then the transfer will be made only after a meeting with the teacher, the immediate administrator and a representative of the Association if the teacher so desires, at which time the reason for the transfer will be discussed.

2. If the transfer is still deemed involuntary, a meeting with the Superintendent may be requested by the teacher and, if the teacher desires, a representative of the Association, to discuss the transfer. The final decision is at the discretion of the Superintendent and shall not be subject to the grievance procedure.
- H. Every effort will be made to notify teachers of their tentative assignments for the coming school year including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes that they will have, as soon as practical and under normal circumstances not later than the last day of school. Any change in this assignment shall be communicated to the teacher immediately and in writing.
  - I. If a teacher's assignment is changed during the summer, at least 5 business days notice of the change will be given to the teacher by mail. Teachers shall leave a summer address with the Superintendent. If the notice is less than 5 business days before the beginning of school or if the change is made during the school year, the teacher will get one student-free day to prepare.
  - J. Teachers will be notified of their salary for the coming school year within 45 days after salaries for the next school year have been agreed upon in writing by the parties hereto.

#### **ARTICLE VII - SCREENING COMMITTEE**

The Association shall appoint a committee of not more than three teachers to review the qualifications of and interview prospective teacher candidates whom the Superintendent shall refer.

The committee may then make an advisory recommendation to the Superintendent, setting forth in writing the reasons for any selection made. Such recommendations shall ordinarily be made no later than one week following the interview.

#### **ARTICLE VIII - ASSOCIATION RIGHTS**

##### **A. Use of Building**

The Association will have the right to use school buildings without charge at reasonable times of any day or evening for its meetings and other business, provided that such will not conflict with previously scheduled school events or create an unusual cost. The Association will give the Assistant Superintendent one week's notice of each such use of a school building. If food is to be served, one week's notice will be given.

##### **B. Faculty Bulletin Board**

There will be bulletin board space provided in each school building in the school system for the exclusive use of the Association.

**C. Interschool Mail and Mailboxes**

The Association shall be allowed the use of interschool mail facilities and faculty mailboxes for official Association business.

- D. The Association officers and representatives shall have the right to appear and speak to new teachers on Orientation Day and to the entire faculty at Superintendent faculty meetings.
- E. The Association will be provided with an office. If the Association desires a phone in the office it shall be at Association expense.
- F. The Association shall have a total of 10 days leave each year for its President or other members without loss of pay for Association business. Advance notice shall be given when such days are to be used.
- G. The President of the Association may use 3 preparation periods per week for Association business. Each time a preparation period is used for such purpose, the President of the Association shall leave a note on the principal's desk indicating that the preparation period is being so used.

**ARTICLE IX - STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The teachers and the Board of Education agree to support existing rules, regulations and policy with respect to student discipline. The administration and the Association agree to cooperate in the development of rules and regulations with respect to student discipline.
- B. If a teacher is sued as a result of an action taken by the teacher in the performance of his or her duties within the scope of his or her employment, he or she shall be defended and indemnified by the Board in accordance with Sections 3023, 3028 and 3811 of the Education Law.
- C. Prompt written notice of any written complaint against a teacher shall be given to the teacher and the teacher may notify the Association. Time lost by a teacher in connection with the investigation of the above shall not be charged against the teacher.
- D. The Board shall reimburse a teacher in an amount up to \$150 per incident for the repair or replacement of clothing or personal property such as glasses which is normally worn or brought into school if such item is damaged or destroyed in the course of the teacher's performance of his or her duties. Damage to automobiles is included in this protection. The total amount paid to all members of the bargaining unit in any school year shall not exceed \$2,250.

## ARTICLE X - PETTY CASH FUND

- A. The School District will, as a matter of course, provide the teachers with the normal supplies and equipment they require for their classroom use.
- B. In the event that small, additional items are needed for classroom instruction and not otherwise provided through regular stock, teachers shall request approval of the purchase of such items from the principal. The principal will arrange purchase of approved items through the Business Office. (Note: It is illegal for the District to purchase items which are then given away as gifts, or become the personal possession either of a student or a teacher. Whenever possible, purchases should be made by the regularly established channels, by the use of purchase orders.)

## ARTICLE XI - GRIEVANCE PROCEDURE

### A. Definition of Purpose

It is the intent of these procedures to provide for an orderly settlement of differences in a fair and equitable manner with reasonable promptness and in accordance with Article 14 of the Civil Service Law regarding the establishment of grievance procedures for public employees.

### B. Definitions

1. Grievance - Grievance shall mean any claimed violation, misinterpretation or disputed application of any existing rules, regulations and agreements of the School District.
2. The term "Supervisor" shall mean any immediate administrator responsible for the area in which an alleged grievance arises.
3. The Chief Administrative Officer (C.A.O.) is the Superintendent.
4. Representative shall mean the aggrieved party, the Grievance Committee and/or his or her designee.
5. Aggrieved Party shall mean any teacher, group of teachers, or the Mount Pleasant Cottage School Association of Teachers filing a grievance.
6. Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
7. Grievance Committee is the committee created and constituted by the Mount Pleasant Cottage School Association of Teachers.

**C. Procedures**

1. All grievances shall include the name and position of the aggrieved party, rules, regulation or agreement involved in the same grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Any party in interest may be represented at all stages of the grievance procedure by any person or persons of his or her own choosing.
3. If a grievance affects a group of teachers and appears to be associated with systemwide policies, it may be submitted by the Association directly at Stage II.
4. The C.A.O. and the Representative agree to facilitate any investigation which may be required and to make available to the aggrieved parties any and all material and relevant documents, communications and records concerning the alleged grievance.
5. Except as otherwise provided in Stage I, an aggrieved party and any party in interest shall have the right at all stages of grievance to confront and cross-examine all witnesses called against him or her, to testify and call witnesses on his or her own behalf.
6. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Grievance Committee. The Chief Administrative Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
7. All documents, communications, official minutes, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Copies of all items mentioned above shall be provided for the representative.
8. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without the intervention of the representative, provided the adjustment is not inconsistent with the terms of the agreement. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

9. The Chief Administrative Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and/or notes of testimony as the case may be, written arguments and briefs considered at all levels other than Stage I (E.1) and all written decisions at all stages. A summary of the proceedings shall be drawn up by the C.A.O. and agreed to and signed by the parties.

The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board but shall not be deemed a public record.

10. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

#### **D. Time Limits**

1. The time limits specified for either party may be extended only by mutual agreement.
2. A grievance will be deemed waived unless a written grievance is forwarded to the first available stage within thirty (30) school days after the discovery of the cause of grievance.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his or her representative and the Grievance Committee within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### **E. Stages**

##### **1. Stage I**

- a. An aggrieved party having a grievance will discuss it orally or in writing with his or her supervisor, either directly or through a representative, with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within ten (10) school days after written grievance is presented to him or her, the supervisor shall render a report and/or a decision.

**2. Stage II - Chief Administrative Officer**

- a. If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Stage I and wishes to proceed further under this procedure, he or she shall within ten (10) school days, present the grievance to the Grievance Committee. The representative of the aggrieved party will file a written appeal of the decision at Stage I with the Chief Administrative Officer within ten (10) school days after the aggrieved party has received such written decision. Copies of the written report and/or decision at Stage I shall be submitted with the appeal.
- b. Within ten (10) school days after receipt of the appeal, the Chief Administrative Officer or his duly authorized representative shall hold a hearing with the Representative and all other parties in interest.
- c. The Chief Administrative Officer shall render a decision in writing to the Representative within ten (10) school days after the conclusion of the hearing.

**3. Stage III**

- a. If the aggrieved party is not satisfied with the decision at Stage II, the Representative will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage II. The official grievance record maintained by the Chief Administrative Officer shall be available for the use of the Board of Education and the Representative.
- b. Within ten (10) school days after receipt of an appeal the Board of Education or a subcommittee of the Board shall hold a hearing with all parties concerned present on the grievance. The hearing shall be conducted in executive session.
- c. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance, to the concerned parties.

**4. Stage IV - Arbitration**

- a. After such hearing, if the aggrieved party is not satisfied with the decision at Stage III, the Representative will submit the grievance to arbitration by written notice to the American Arbitration Association and to the Board of Education within fifteen (15) school days of the decision at Stage III.
- b. Thereafter the arbitration will be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- c. The selected arbitrator will hear the matter promptly and will issue his or her decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs have been submitted to him or her. The arbitrator's decision will be in writing and will set forth his or her findings of fact and conclusions on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which alters, amends or modifies the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The cost of the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the aggrieved party.

## **ARTICLE XII - TEACHER EVALUATION AND RECORDS**

The parties agree that the following policy shall govern all teacher observation and evaluation.

- A. All monitoring or observation of work and performance of teachers will be conducted openly with full knowledge of the teacher. The use of public address, audio systems or similar surveillance devices shall not be used for this purpose.

### **B. Personnel Evaluating**

Only certified administrators in this School District shall be used to evaluate teachers.

### **C. Definition of Terms**

1. Observation, as herein used, refers to when an administrator visits a classroom to observe teaching practices and learning situations, so as to assist the teacher in improving instruction.
2. Evaluation, as herein used, refers to a written assessment of the effectiveness of the teacher based on evaluative observations.

### **D. Review of Personnel File**

A teacher will be provided, upon request to the Superintendent, an opportunity to review and make copies of all personal data concerning himself or herself. All such material will be kept in files located with the Superintendent.

#### **E. Response to Derogatory Materials**

No material derogatory to a teacher's conduct, service, character or personality will be placed in his or her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he or she has had the opportunity to review such material by affixing his or her signature and the date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such materials, and his or her answer shall be reviewed by the Superintendent and attached to the file copy.

#### **F. Procedure**

1. Observations by administrators are not limited as to frequency or duration, but must be followed within five (5) days by a teacher administrator conference. A written report of the conference may be requested by either party. In the event a written report is requested by either party, the written report shall be placed in the teacher's file. The teacher shall have an opportunity within five (5) school days to add a written response to the report.
2. Evaluation techniques are designed to analyze and recognize successes as well as weaknesses of all teachers. Administrators are requested to make known to the Superintendent outstanding achievement by any teacher for his or her permanent records. In the event that weaknesses are identified by the Administrator, the Administrator shall include in his or her evaluation constructive remedial suggestions for remedying the identified weaknesses. The teacher shall be given a reasonable time to familiarize himself or herself with the suggestions and to incorporate them into the classroom pedagogy.
3. A teacher may at any time request an evaluation or observation of his or her professional performance by the Principal. He or she is encouraged to do so periodically. There shall be an observation at least once a year.
4. Classroom visits for observations may last the full day or be of shorter duration. This observation will be followed within five (5) school days by a conference with the teacher, and by the signing of the written observation to be placed in the teacher's file. The teacher should have an opportunity within five (5) school days to add a written reaction to the observation if he or she wishes. This should then be signed by the person making the observation. The teacher will receive a copy of the observation one (1) day prior to the conference. The teacher shall be notified one (1) day prior to the first three observations each year. Other observations beyond the first three are at the discretion of the administration.
5. Only one (1) observation of a teacher shall be made in one (1) day and such observations of the same teacher will not be made on consecutive days unless the teacher so agrees or so requests.

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6. Each probationary teacher will receive at least one (1) evaluation and (1) observation each year prior to April 1. ~~Evaluations will indicate strengths, exceptional contributions to the program, notations relative to practices which require improvement and a recommendation relative to continuing employment status.~~
  7. At least one (1) evaluation shall be made each year for each tenured faculty member. The instruments as outlined by the Superintendent shall be used. These evaluative instruments shall be subject to continued study by a teacher-administrator committee. The purpose of the study will be to recommend revisions and improvement.
  8. Nothing in the above article precludes administration from the use of other personnel to assist the teachers in the improvement of instruction, provided that use of such personnel be instituted as a result of an observation by an administrator.

**G. Report of Special Achievements**

Administrators are hereby encouraged to place in the teacher's files information of a positive nature indicating special competencies, achievements, performance or contributions of an academic or professional nature. Any such materials received from outside competent, responsible sources shall be included in the teacher's file. The teacher will acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to a copy to be filed.

**ARTICLE XIII - SUPPORT SERVICE PERSONNEL EVALUATION**

Support service personnel are defined as guidance counselors, school psychologists and school social workers. The parties agree that this Article shall govern support service personnel observation and evaluation.

**A. Criteria for Evaluation**

The criteria for guidance counselors, school psychologists and school social workers shall be:

1. Appropriate certification
2. At least satisfactory written and oral communication and human relations skills.
3. At least satisfactory achievement with students, teachers, administrators, parents, agency personnel and outside agencies.

## **B. Probationary Support Service Personnel**

Support service personnel on probation shall receive an initial evaluation by December 1st and a second evaluation by April 1st for each year of probation. These evaluations can be observational in nature and will indicate strengths, positive contributions to the school program, and notations relative to practices which require improvement. The written evaluation will be followed within five school days by a conference with the person. At that time, there will be a signing of the written evaluation to be placed in the person's file. The person would have an opportunity within five school days to add a written reaction to the evaluation if he or she wishes to. This should then be signed by the person making the evaluation. The support person will receive a copy of the evaluation. The support person will be notified one day prior to the evaluation if an observation is involved. Should the person who has been evaluated refuse to sign his or her evaluation, it may be placed in the personnel file with a notation that the person has refused to sign it.

## **C. Tenured Support Service Personnel**

Support service personnel on tenure will receive one evaluative observation a year at a minimum. This evaluation can be observational in nature and will indicate strengths, positive contributions to the school program and notations relative to practices which require improvement. He or she may at any time request an evaluative observation of his or her professional performance by an administrator. He or she is encouraged to do so regularly. The same procedures outlined above for probationary support service personnel apply to tenured personnel.

## **D. Report of Special Achievement**

Support service personnel can have placed in their file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic or professional nature. Such materials received from outside competent, responsible sources shall be included in his or her file. He or she shall acknowledge that he or she has had an opportunity to review such material by affixing his or her signature to a copy to be filed. Administrators are encouraged to place special commendations and positive notices in support personnel files.

## **ARTICLE XIV - SICK LEAVE**

### **A. All teachers shall receive 16 sick days leave annually at full salary.**

(Effective July 1, 1998) If a unit member uses twelve (12) or more sick leave days in any school year, she/he shall have eleven (11) days of sick leave posted for the next school year instead of sixteen (16). This provision may be waived in the case of a unit member whose absences exceed twelve (12) days due to a serious illness as demonstrated through multiple verifications to the Labor Management Committee, who may recommend to the Superintendent such waiver.

~~Should a member wish to waive his/her right to appeal to the Labor Management Committee, they may appeal directly to the Superintendent. The Superintendent's decision shall be final and non-grievable under Article XI.~~

If a unit member has perfect attendance for the school year, the member may request in writing that up to three (3) days of that year's allotment be converted to salary payable by June 30th of the year in question. The calculation will be based on 1/200th of the contract salary. The remaining days of the individual's allotment will be accrued as provided for in subsection B below. If a unit member has used one (1) day of allotted sick leave, a request can be made for two (2) days of salary as provided for above. If a unit member has used two (2) days of allotted sick leave, a request can be made for one (1) day of salary as provided for above.

**B. Unused sick leave shall be accumulated up to 250 days.**

A unit member who retires into the NYS Teachers' Retirement System, after completing ten years of service in the school district will be compensated for unused accumulated sick days as follows:

1. If accumulation is between 185 days and 250 days, compensation will be \$100.00 per day
2. If accumulation is between 150 days and 184 days, compensation will be \$40.00 per day

Payments related to this clause will be made within thirty (30) days of the date of retirement.

3. Employees who have completed 10 years of service or more with the district, and die while in service, will have any compensation due to them payable to their estate. (As stated in Article XIV, paragraph B, item number 1 or 2.)

**C. Extension of sick leave for prolonged illness or injury shall be at the discretion of the Board.**

**D. Sick leave provisions become effective the first day a staff member reports for duty. A teacher hired after September 1 in any year shall receive a prorated number of sick leave days (approximately 1.6 days per month). The prorated number shall be available the first day the staff member reports for duty.**

**E. If a teacher's accumulated sick leave expires, the teacher will be entitled to 20 additional sick leave days prior to deduction in pay, upon approval of the Board. Application to the Board for such additional sick leave days must be in writing. Any such additional days granted will be deducted from the following years' accumulation.**

- F. Whenever a teacher, in the performance of his or her job, incurs a serious injury, the District agrees to pay his or her full salary, exclusive of workers' compensation for a period of up to five (5) days, and during this period no portion of his or her previously accumulated sick leave will be affected.

Any days taken after July 1, 2002 that result in reimbursement from Workers Compensation Board and were charged by the District as 'Sick Leave' pending a decision from the Workers Compensation Board, will be credited back to the effected worker's available sick leave days as follows:

Days charged as Sick Pending Workers Compensation:	Rate at which days are credited back to employee when District is reimbursed by Workers Compensation:
1 <sup>st</sup> through 5 <sup>th</sup>	100%
6 <sup>th</sup> through 20 <sup>th</sup>	75%
21 <sup>st</sup> through 90 <sup>th</sup>	50%
91 <sup>st</sup> or more	25%

However, if the District is reimbursed 100% of the employees salary when reimbursed by Workers Compensation, the employee will be credited 100% of the days charged as sick, pending Workers Compensation.

- G. It is agreed that in order to clarify the relationship between the sick time buyout provisions and workers' compensation provisions of the contract the following shall apply:
1. In order to qualify for use of the sick time buyout provisions of the contract, if the requesting employee used workers compensation days, the employee will not be eligible until the district is reimbursed for the absent days charged sick-pending workers' compensation.
  2. Days taken as personal or vacation shall not be considered in computing sick time buyout.
  3. Decisions regarding the: Workers' Comp Sick Time Buyout Relationship will be made by the superintendent and not subject to the grievance procedure.

~~W~~ ~~S~~ The school administration may, at its discretion, require written documentation validating the use of sick leave which occurs immediately before or after a holiday or vacation period and for consecutive absences on three (3) or more days. Excessive patterns of absenteeism will be reviewed by administration and subject to requests for documentation.

## ARTICLE XV - EXTENDED LEAVES OF ABSENCE

### A. Leaves of Absence for Professional Association Officers

The Board agrees that one teacher who has tenure at any one time designated by the Association will, upon request, be granted a leave of absence for up to two years without pay for the purpose of engaging in Association (local, state or national) activities. Upon return from such leave, such teacher will be placed on the salary schedule step immediately after the step he or she was on in the year prior to the leave.

### B. Child Care Leave

Teachers shall be granted child care leave upon written application. Teachers shall request a child care leave at least three months before the requested date of commencement of the leave unless extraordinary medical circumstances involving the child or teacher require shorter notice. Child care leave must be requested within six months after the birth or adoption of a child and may not continue for a period of more than two years. Return from such leave may only be at the beginning of the school year in September or at the beginning of the semester in late January or February. However, a teacher may cancel or terminate child care leave for extraordinary reasons upon two weeks written notification to the Superintendent unless such cancellation or termination would impose legal liability on the Board or disrupt the educational program.

For probationary teachers, a child care leave shall be an interruption of the probationary period. A teacher will not accumulate additional leave days during child care leave. However, upon return from such leave, prior accumulated days will be restored and the teacher will be placed on the salary schedule he or she would have achieved in the year immediately following the commencement of the leave of absence.

No fringe benefits shall be received by a teacher while he or she is on child care leave but a teacher may remain in the medical plan if the teacher pays the premium. If husband and wife are both employed by the School District only one may be on child care leave at the same time.

### C. Personal Leave Without Pay

A leave of absence without pay or increment may be granted to tenured teachers at the discretion of the Board in cases of special need.

**D. Resumption of Benefits After Leave**

All benefits to which a teacher was entitled at the time his or her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical leave eligibility, will be restored to him or her upon his or her return and he or she will be assigned to the same position which he or she held at the time said leave commenced, if available, or, if not, to an equivalent position. The teacher's return after leave shall be at the beginning of a school year or semester.

**E. Requests for Extension of Leave**

All requests and grants of extensions or renewals of leaves will be in writing. All leaves granted by the Board under subdivisions "A" and "B" above shall commence at the end of a school year and shall not be granted for any partial period during the school year unless specifically authorized by the Superintendent. The teacher's return from an extension of leave shall be at the beginning of a school year or semester.

F. No fringe benefits (insurances) shall be received by a teacher on unpaid leave of absence except if the teacher is on child care or health related leave the teacher may pay for and purchase the insurances subject to the rules of the carrier.

**ARTICLE XVI - TEMPORARY LEAVES OF ABSENCE**

**A. Personal Leave**

Four (4) days personal leave in addition to sick leave shall be granted each year. Reasons for personal leave are illness in the family, attendance at funeral, wake or bereavement service, religious holidays, court appearances, moving and other requests at the discretion of the Superintendent. Whenever possible, requests should be made in advance. Unit members will be required to sign an affidavit which attests to the fact that the personal leave requested could not be scheduled at a time other than a work day. Personal day requests extending vacations or holidays will be considered on an emergency basis and will require adequate documentation. The final decision regarding granting of any days will remain as per the contract, at the discretion of the Superintendent.

Unused personal leave shall be added to accumulated sick leave.

The utmost confidentiality will be maintained in the processing of all personal leave applications. Only one member of the secretarial staff shall be designated by the office of the Superintendent to process said applications.

## **B. Professional Growth**

~~All employees shall be provided with opportunities for the development of increased competence beyond that which they may obtain through the performance of their assigned duties. In light of their impact upon the lives of students and in keeping with the breadth of experience and depth of training which they possess, opportunities for the professional staff shall be especially rich and varied.~~

The Superintendent shall provide staff with opportunities in areas such as the following:

1. Visits to other classrooms and other schools.
2. Conferences involving other personnel from the District, county, state, region or nation.
3. Membership on committees drawing personnel from such sources.
4. Training in classes and workshops offered within the District.
5. Further training in institutions of higher learning.
6. Proper costs for visits and conferences will be reimbursed by the District.

## **C. Death in the Immediate Family or Nearest Relative**

A teacher shall be granted up to five (5) days of leave with full pay during each school year for each death of his/her spouse, child, mother, father, sibling, domestic partner, mother-in-law, father-in-law, grandparents and grandchildren and up to two (2) days in the event of the death of an aunt or uncle, or at the discretion of the Superintendent.

## **D. Extended Leaves of Absence – Family and Medical Leave Act of 1993**

In an effort to address the needs of employees who may need time to address family medical situations (other than one's own illness), the present personal leave policies of the school district are being clarified to allow Family Medical Leave Act Days to be granted as per FMLA requirements. FMLA days will be charged against available personal days. An additional five (5) days, when needed for purposes other than one's own illness as per FMLA requirements, may be granted up to a maximum of five (5) days. These days will be deducted from accumulated sick leave. The school district has adopted the attached (Appendix C) Guidance Document regarding employee rights to child care and serious health condition leaves under the Family Medical Leave Act of 1993.

## ARTICLE XVII - SABBATICAL LEAVE

### A. Policy

Policy for sabbatical leave as passed by the School Board in January 1967 is revised and amended and reads as follows:

On the recommendation of the Superintendent, the Board of Education may permit members of the professional staff to take Sabbatical Leaves for the purpose of self-improvement and benefit to the school system through study, research, or rest as hereinafter described.

A maximum of 3% of professional staff may be on Sabbatical Leave at any one time.

Qualified staff members may be permitted to choose between the following alternatives:

<u>Minimum Consecutive Years of Service</u>	<u>Length Of Leave</u>	<u>Portion of Regular Salary Paid While on Leave</u>
7	One Semester	100%
7	One Year	50%
14	One Year	100%

### B. Application

Applications for leaves during the first semester must be made in the Superintendent's Office not later than the first school day of the preceding March. Applications for leaves during the second semester must be in the Superintendent's Office not later than the first school day of the preceding September.

Applications must be made on the standard form provided by the Superintendent's Office.

### C. General

Leaves will not be granted for the purpose of engaging in gainful occupation, or for the purpose of studying for a trade or another profession.

Outside activities in which staff members engage for pay during the regular school year may be continued, but must not be expanded in any way during the period of leave.

All activities for which leaves are granted must be planned in consultation with the Superintendent. Any changes in such plans must be approved in advance by the Superintendent.

#### **D. Appropriate Activities During Leave**

The following activities will be considered appropriate. They are listed in order of general preference, although the needs of the school system and of the particular staff member applying for leave will be considered in each case.

1. Formal graduate study.

A minimum of 24 points and a maximum of 30 points of study will be required for full year leaves and the appropriate fraction will be required for half-year leaves. The study must be in courses for which formal college credit is granted.

Content of courses, in order of preference:

- a. Teacher's own field of work in the School District.
- b. Closely related fields.

2. Independent research undertaken in consultation with the Superintendent.

3. Writing of a doctoral thesis.

4. Writing of a text or series of professional articles.

5. Schedule of travel planned in consultation with the Superintendent.

6. Participation in local, state or national programs sponsored by or under national science foundations, Ford Foundation, or the National Defense Education Act, etc.

7. Participation in approved research projects sponsored by University or an industrial organization.

8. Teaching in other countries on the Fulbright Scholarship or Cultural Exchange Program.

9. A sabbatical leave may be granted a teacher after fourteen years of consecutive service for the period of one year for the purpose of rest.

#### **E. Summer Leave Program**

A committee will be established to investigate the various summer leave programs for sabbatical leave which are in effect throughout Westchester County. The committee shall include one administrator of the School District. The committee will prepare and present a report to the Board of Education for its consideration.

#### **F. Granting of Leave**

1. First consideration will be given to those Sabbatical Leave plans which involve greatest self-improvement and greatest benefit to the school system. A secondary consideration will be the seniority of the staff members applying for leaves.

2. The notification of the granting or denial of an individual's application for leave shall be made by thirty (30) days after official notification of initial reimbursement rate from State authorities (not including rate established after any appeals) for those leaves whose applications must be submitted no later than the first school day of March, or October 30th for leaves whose applications must be submitted no later than the first school day of September.
3. In the event that an application for leave is denied the reason(s) for that denial shall be given to the applicant in writing.

**G. Reporting of Activities**

When formal college credit has been granted during the leave, an official transcript will be required.

When leaves have been granted for any other purpose, written reports planned in consultation with the Superintendent will be required.

**H. Obligation to District**

It is expected that there is an obligation to remain with the Mount Pleasant Cottage School District for two years after Sabbatical Leave has been completed.

**ARTICLE XVIII - INSURANCE, ANNUITIES AND RETIREMENT**

**A. Tax Sheltered Annuity**

1. The District agrees to withhold a portion of a teacher's salary and to apply those funds to the purchase of an annuity plan or program agreed upon by the teacher.
2. Any participating member who wishes to terminate, change or discontinue his or her contribution to this plan may do so by notifying the School District Business Office in writing at least thirty (30) days in advance of the effective date.
3. The contribution to the annuity plan will be automatically deducted in equal parts from each paycheck and forwarded to the respective companies after they have submitted their monthly statements verifying contract members to the Business Office.

**B. Health Insurance**

The District will pay the entire cost of the health insurance program, e.g.:

For teachers hired prior to July 1, 2003 the District agrees to assume the cost of a health insurance program for full-time teachers and their dependents. For teachers hired subsequent to July 1, 2003, 5% of the cost of their health insurance benefits shall be deducted from their salaries. In addition, the District shall pay the full cost of health insurance for teachers retired from the School District after 10 years of service.

Unit members hired prior to 1-1-2000 shall receive this benefit after 5 years of service. Retirement must be to the NYS Teachers' Retirement System. For part-time employees see Article XXVIII.

The date for Health Insurance for eligible employees will commence on the first of the month following the month of hire, and will cease at the end of the month employment is terminated or when the employee ceases receiving salary compensation except for retirees coverage as provide for in the current contract.

If the Statewide Schools Cooperative Health Plan should dissolve, the Board will join the State plan then existing closest in benefits to the Statewide Schools Cooperative Health Plan at the time it dissolves unless by mutual consent an alternative health plan can be agreed upon.

The Board shall provide excess major medical insurance, as now provided by the First Rehabilitation Insurance Company of America, which will be paid one-half by the teacher and one-half by the Board. (An individual teacher may choose not to participate.)

If an active employee of the School District elects to receive the Health Insurance Buy-Out, either elective or mandatory; and, subsequently retires from the School District in accordance with the requirements contained in the respective contracts relative to being eligible to receive benefits; and, while in retirement, the retiree finds himself / herself in a situation whereby he / she is no longer covered by someone else's health insurance; then, upon written notification to the Superintendent accompanied by confirmation of lack of health insurance coverage (Medicare will not be considered adequate coverage), the retiree will be eligible for coverage under the School District's health insurance plan, based on the benefits currently in effect at the time of notification.

On or before May 1st of each school year, unit members who are eligible for health insurance shall inform the School District Business Official of their decision to opt-out of the District's health insurance plan effective July 1st. In return for opting-out, the unit member shall receive a payment of \$1,500 per annum, payable in monthly installments. To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application for opting-out. Re-entry shall be governed by the rules and regulations of the health insurance plan(s) provided for in this agreement.

New hires may opt-out and receive this benefit on a prorated basis, where applicable, at the time of hire, provided that proof of other insurance is furnished to the Business Official.

## DUAL FAMILY INSURANCE RESTRICTION

Unit members whose spouse is entitled to coverage under the Statewide Schools' Cooperative Health Plan shall be prohibited from receiving family health coverage paid for by this District. Such employee shall be entitled to individual coverage at District expense if his/her spouse likewise elects individual coverage. If the spouse is subject to the same restriction by contract, the spouse with the earlier birthday shall be entitled to the family coverage. An employee who is ineligible for coverage by reason of the restriction set forth above shall be entitled to the health insurance buy-out amount stated above.

### C. Life Insurance

The District will pay the entire cost of the Life Insurance Plan for the duration of this Agreement.

### D. Internal Revenue Code Section 125

The District shall provide a flexible benefits plan pursuant to Section 125 of the Internal Revenue Code, including Part "A" (employee health insurance premium contributions) and Part "B" (medical deductibles, co-pays, out-of-pocket medical expenses to a maximum of \$3,000, dependent care to a maximum of \$5,000 (subject to change by mutual agreement)). The administration of the plan will be provided by a third party administrator at no net cost to the district.

## ARTICLE XIX - EMPLOYEE BENEFIT FUND

- A. An Employee Benefit Fund has been established for the purpose providing dental insurance and/or other benefits to eligible members of the bargaining unit.
- B. For the 2003-2004 school year, the Board will pay to the Fund the sum of \$1,500 for each eligible member of the bargaining unit working .5 or more, one-twelfth of said sum to be paid at the beginning of each month. For the 2004-2005 fiscal year, this sum shall be \$1,550; for 2005-2006, \$1,600; and for 2006-2007, \$1650.

(Effective July 1, 1998) At the District's option, the positions of Superintendent of Schools, Assistant Superintendent and Business Official and other non-bargaining unit members as agreed to by the Superintendent and the Association, may be participants in the Employee Benefit Fund. In such event, the Board pays the same per capita amount as it pays for the teacher members to secure the same rights and privileges as required of all other participants.

- C. Employees of the District not in the bargaining unit (or not in the clerical/custodial bargaining unit) may participate in the Fund's dental plan upon payment by the Board of the sum set forth above for each such employee, plus an administration fee of not more than 2% per employee. (negotiable)

- D. The Association will provide a copy of the Fund's annual audit to the Board.
- E. The Association will be informed by the Business Office of the District of any person added to or dropped from the employee roster of the District within 10 business days of such event.
- F. In order to facilitate a Payroll Deduction for NYSUT Benefit Trust;

The employer shall check off and remit twenty (20) payments to NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for any NYSUT Member or Agency Fee Payer. Such signed authorization may be discontinued at the end of its term upon written notice by the Employee to the Employer. The Employer shall remit single checks following each deduction to NYSUT Benefit Trust for the twenty (20) payments deducted and shall furnish the trust with a list of all Employees from whose salaries such deductions have been made and the amounts of such deductions.

The eligibility for payroll deductions for the NYSUT Benefit Trust will begin on or about February 2003 or thereafter, with fewer than 20 paydays remaining in school year 2002-2003. Therefore, the cost of specific benefits and the amounts and numbers of deductions will be pro-rated according to the selected benefit and start-date of coverage. The NYSUT Benefit Trust accepts full responsibility for prorating of these deductions and notification to the school district.

The NYSUT Benefit Trust holds the employer harmless for any errors if a deduction or a change is missed.

- G. The District and the Association have a 403(b) Internal Revenue Code Agreement regarding the payment into individual unit members' T.S.A.'s of contractual payments, including a Save Harmless agreement with the NYSUT approved provider. See Appendix D.

#### **ARTICLE XX - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.
- B. Any individual arrangement, agreement or contract between the District and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

- C. If any provision of this Agreement, or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions 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 and effect.
- D. Copies of this Agreement shall be printed and bound at the expense of the District and given to all teachers now employed or hereafter employed by the District within 30 school days after its execution or employment if that occurs later. The Association will act as the distributor of the Agreement to all currently employed teachers.
- E. The Board shall provide each teacher with a copy of the Board of Education Bylaws.
- F.
  1. When it is necessary pursuant to the Grievance Procedure for a member of the Professional Advancement Committee or other representative designated by the Association to attend a grievance meeting or hearing, he or she will be released without loss of pay as necessary in order to permit participation in the foregoing activities.
  2. Any teacher whose appearance in such investigations, meetings or hearing as a witness is necessary will be accorded the same right. The Association agrees that those rights will not be abused.
- G. The parties agree each has full confidence in the good faith of the other party. Accordingly, as unanticipated or unforeseen circumstances occur during the life of this Agreement, either party may ask the other to meet for the purpose of commencing negotiation on the circumstance in question, and the other party will, to the maximum extent possible in light of all relevant factors and circumstances, give favorable consideration to such request. If the parties mutually agree to reopen the Agreement, the circumstance or circumstances prompting this request to reopen shall be subject to full negotiation. If mutual agreement of the parties on a change in the Agreement is reached as a result of such negotiation, the change shall become effective as the parties agree. If mutual agreement on a change is not reached, this Agreement shall continue for its stated duration.
- H. It shall be the prerogative of the District to adopt new policies not affecting or changing matters contained in this Agreement and nothing herein shall be construed to restrain the District in the full and absolute management of its affairs, except as modified by this Agreement.
- I. The Association agrees to maintain its eligibility to represent all teachers by continuing to admit professionals to membership without discrimination on the basis of race, creed, color, age, national origin, sex or marital status and to represent equally all teachers without regard to membership or participation in, or association with the activities of any "teacher" organization.
- J. The Board also agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, age, national origin or sex.

- K. Regular staff members shall be given consideration for positions in summer school if they apply for positions.

#### **ARTICLE XXI - PROMOTIONAL PAY**

- A. Salary increments for additional education credits will be paid beginning September and February.
- B. If sufficient education credits are obtained between September and January to move horizontally on the schedule, a teacher will be moved to the new lane effective with the first payday in February. No retroactive increase will be paid.

The above is subject to the following procedures:

1. Courses taken for salary credit must have prior written approval of the Superintendent.
2. A maximum of two (2) inservice courses per year will be allowed towards salary credit.
3. Courses should have relevance to the field of instruction in which the teacher is working, with the purpose of improving the overall quality of instruction.
4. Official transcripts should be submitted to the office by September 1 or February 1 in order to begin receiving the increment. Retroactive payment will be made if transcripts are received after the above dates.

#### **ARTICLE XXII - SUBSTITUTES**

The District will at all times make every effort to hire teachers as substitutes when a teacher is absent. This rule will apply to all teaching stations.

#### **ARTICLE XXIII - STUDENT MEDICATION**

Medication shall not be dispensed by any member of the staff without written authorization from a child's attending physician. In the event a claim for negligence or other liability is instituted against any staff member, the staff member will be held harmless under the provisions of the Education Law.

#### **ARTICLE XXIV - LENGTH OF THE SCHOOL DAY**

- A. Teachers will sign in and out each day. The regular length of the school day shall be 8:30 a.m. to 3:05 p.m. However, as circumstances require for BOCES programs, the starting and ending times may be varied by having the school day start at other than 8:45 a.m. but no earlier than 7:45 a.m. and no later than 8:45 a.m. In the event of a starting time earlier than 8:45 a.m., the ending time will be 6 hours 35 minutes later.
- B. Teachers shall be entitled to a 50-minute duty free lunch period.

- C. Faculty meetings will be held on Mondays or as need arises. All staff will be required to participate in one after school parent/teacher meeting per year. In addition, Tenured members of the professional staff are required to attend up to five professional development meetings after the school day for a period not to exceed two hours each. Non-Tenured members of the professional staff who are employed by the District prior to July 1, 2002 are required to attend up to ten professional development meetings for a period not to exceed two hours each. New members of the professional staff hired after July 1, 2002 are required to attend two days of professional development, one day in August and a day to be determined, and up to ten professional development meetings for a period not to exceed two hours each. If possible the staff development meetings will be held on Mondays. Friday afternoon professional development meetings will only be scheduled by the unanimous consent of those involved.
- D. Preparation periods are for teachers. They may (a) prepare academically for class; (b) attend meetings; (c) communicate with their colleagues throughout the various sectors of the campus, including but not limited to any other school personnel and employees of either the Edenwald or Pleasantville Cottage School institutions, either in writing, by phone or in person; or (d) communicate with children currently or previously enrolled at the Mt. Pleasant Cottage School U.F.S.D. A teacher may leave the grounds during preparation periods for reasonable purposes upon receiving permission from his or her supervisor.
- E. Teachers are expected to responsibly fulfill their contractual obligation to be at work no later than 8:30 a.m. and to remain until 3:05 p.m. It is recognized that despite good intentions and best efforts there may be occasions when emergency situations occur which might cause one to arrive after 8:30 a.m. or to have the need to leave prior to 3:05 p.m. Therefore, in order to assure that there is a fair and equitable accounting for paid staff time the following procedure shall be followed:
1. There will be separate sign in time sheets for staff arriving after 8:30. Sheets will not be available for sign out until after the instructional day.
  2. If staff is sick during the school day, sick time will be charged by determining the actual number of hours in one hour increments the employee is not at work.
  3. Charged time will be accrued throughout the fiscal year. Annual attendance statements will reflect any amount lost because of lateness or early leaving. As a result some statements may reflect time which includes partial days.
  4. Agreement with this procedure does not in any way change the contractual procedures for the granting of half or full day absences for personal days. These continue to be charged, as always, as half or full days.

5. It is recognized mutually that it is in the best interest of all parties concerned that there be a lateness policy that recognizes the responsibility of all staff members to report to work on time without creating a system that necessarily penalizes an individual staff person who incurs a rare unavoidable lateness.

Therefore, the change being put into effect is that building principals will have the discretion to excuse a lateness in extraordinary cases with employees who have exemplary promptness records. The responsibility for requesting to be excused is the teacher's. The request forms will be available in the principal's office and the district office. See Appendix E. Excused lateness will be recorded as a 'non-charged lateness'. There will be a maximum of 5 excused lateness per school year. Lateness that has not been excused will be treated as follows:

- The third time a staff person incurs an unexcused lateness there will be a meeting with their supervisor to clarify expectations and seek solutions to avoid future lateness. The meeting will be followed with a letter to the employee's file.
  - The fourth time a staff person incurs an unexcused lateness there will be a meeting with the supervisor and Assistant Superintendent for Curriculum and Instruction to further clarify expectations and solutions to avoid future lateness. The meeting will be followed with a letter to the employee's file.
  - The fifth time a staff person incurs an unexcused lateness there will be a meeting with the Superintendent to communicate to the employee that as per the contract they are being docked ½ day's pay. The meeting will be followed with a letter to the employees' file.
  - Further unexcused lateness will result in staff being docked ½ day's pay for every unexcused lateness.
  - Lateness over one hour will be charged in one hour increments against sick time.
  - Staff docked ½ day's pay will not be eligible for the sick leave payout provisions in Article XIV, Paragraph A.
6. Staff who experience repeated lateness which may be deemed excessive will be subject to additional appropriate disciplinary action.

#### **ARTICLE XXV - INCLEMENT WEATHER**

If, at the discretion of the Superintendent, conditions warrant the closing or delay of school, the Superintendent will arrange for an announcement of such closing or delay as soon as possible on stations WFAS and WHUD.

## ARTICLE XXVI - NON-TEACHING DUTIES

Nonteaching duties shall be handled wherever possible by teacher aides. Teachers will not be required to handle nonteaching duties unless, in the opinion of the Superintendent, a situation requires the presence of professional personnel to insure the health, safety and well-being of the children.

## ARTICLE XXVII - COMPENSATION

- A. There shall be provisions for employee-authorized salary deductions subject to the applicable provisions of law.
- B. At the end of each calendar year, an employee who has received pay for additional programs (e.g., summer school, recreation, Title I) may request a separate accounting in an appropriate form from the Business Office.
- C. This contract includes a revision to the Memorandum of Agreement between the Teachers' Association and the Mount Pleasant Cottage School, Union Free School District regarding salary provisions and dated 6/20/02. The revision only applies to teachers on payroll as of 6/25/03 and will be pro-rated based upon actual salary received.

The salary schedules for the 2002-2003 (Revised), 2003-2004 and 2004-2005 school years are annexed hereto as Appendices A-1, A-2 and A-3. The salary schedule for 2005-2006 will be increased by 2% unless the State Education Department Tuition Rate Setting Unit allows a growth factor for the Fiscal Year 2005-2006 greater than 2% or the New York - Northern New Jersey area Consumer Price Index (CPI-U) for the combined months of January, February and March of 2005 average of 'Increase over same period of previous year' is greater than 2% in which case salaries will be open for re-negotiations. The salary schedule for the 2006-2007 school year shall be negotiated by the parties; no other provision of this Agreement will be open for renegotiation at that time except by mutual agreement. The salary grids for 2003-2004 and subsequent years shall include a step 22 which shall be .75% (3/4 of one percent) more than step 18 and will be applied to staff with 22 years of service and an MA degree as of September 1<sup>st</sup> of the applicable year.

- D. There shall be a longevity increment in the amount of \$2,100 effective July 1, 2003. This payment will be made if the teacher has completed eighteen years of service by November 15 of the current fiscal year. The longevity increment will be paid on or about November 15 of each year in a separate check. (The decision in the "Maryvale" case will apply to teachers hired prior to April 12, 1971.) The 18 year longevity increment effective for the 2004-2005 school year will be \$2,175 for 2005-2006; \$2,275 and for 2006-2007, \$2,350.

A second longevity increment will be created for unit members who have completed 25 years of service by November 15th of the year in question. Payment of such increment will be made as stipulated above. The amount shall be \$3,100 effective July 1, 2003. The 25 year longevity increment effective for the 2004-2005 school year will be \$3,175; for 2005-2006, \$3,275 and for 2006-2007, \$3,350.

The longevity payment after 18 years shall be referred to as longevity # 1. The longevity payment after 25 years shall be referred to as longevity # 2. A teacher can only be eligible to receive one (1) longevity payment.

- E. Paychecks will be distributed on Thursday at the end of the teachers' workday. Paychecks will be provided on the last day of school before a vacation when they would become due during a vacation, if available.
- F. The Board will arrange for a system of direct deposit of paychecks for those teachers who so request in writing.
- G. Any work performed between September 1<sup>st</sup> and June 30<sup>th</sup> by bargaining unit members that occurs outside of the contractually defined workday will be compensated at a rate of \$35.00 per hour. Applicable positions/work assignments will be determined at the sole discretion of the Administration.

#### **ARTICLE XXVIII - PRORATION**

All compensations and benefits herein referred to are to be prorated for part time employees by proportion/percentage of employment as follows: For employees working 50-99% part-time, the district will pay the corresponding % of their benefits. Employees working less than 50% (.5 part-time) will not be eligible for benefits.

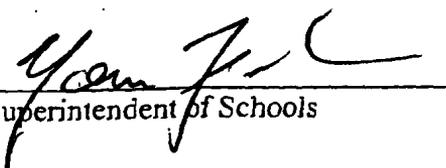
Agreed to and signed:

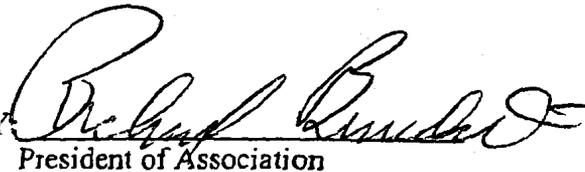
DATE: 6/25/03

DATE: 6/25/02

MT. PLEASANT COTTAGE SCHOOL  
UNION FREE SCHOOL DISTRICT

MT. PLEASANT COTTAGE SCHOOL  
ASSOCIATION OF TEACHERS

BY:   
Superintendent of Schools

BY:   
President of Association

MT. PLEASANT COTTAGE SCHOOL U.F.S.D.  
 REVISED FISCAL 02/03 SALARY GRID  
 6.6% INCREASE TO ALL STEPS  
 TEACHERS

APPENDIX A-1A REVISED

File: 02-03 Union Salary Grid

Provisions:

- 1) 6.6% increase to all Steps.
- 2) All staff advanced to Fiscal 02/03 as per Triboro.
- 3) Increase longevity to \$2,000 per unit member with a minimum of 18 years of service.
- 4) Start a longevity payment of \$3,000 per unit member with a minimum of 25 years of service.

	BA	BA10	BA20	BA30	BA40/MA	BA50/MA10	BA60/MA20	MA30	MA40	MA50	MA60
0	39,886	41,361	42,838	44,311	45,788	47,258	48,740	50,210	51,681	53,155	54,633
1	41,413	42,903	44,393	45,854	47,346	48,831	50,327	51,812	53,297	54,783	56,275
2	42,999	44,502	46,004	47,451	48,957	50,457	51,966	53,465	54,962	56,462	57,966
3	44,645	46,160	47,673	49,103	50,624	52,136	53,659	55,171	56,681	58,192	59,708
4	46,355	47,880	49,404	50,813	52,346	53,872	55,407	56,932	58,452	59,975	61,502
5	48,130	49,665	51,196	52,583	54,128	55,665	57,211	58,748	60,279	61,813	63,351
6	49,973	51,516	53,054	54,414	55,970	57,518	59,075	60,623	62,164	63,707	65,255
7	51,886	53,435	54,980	56,309	57,875	59,433	60,999	62,557	64,107	65,659	67,216
8	53,873	55,427	56,975	58,270	59,844	61,412	62,986	64,554	66,110	67,671	69,236
9	55,936	57,492	59,042	60,300	61,881	63,456	65,037	66,613	68,177	69,745	71,316
10	58,078	59,635	61,185	62,399	63,987	65,568	67,156	68,739	70,308	71,882	73,460
11	60,302	61,857	63,405	64,573	66,165	67,751	69,343	70,932	72,506	74,085	75,667
12	62,611	64,162	65,706	66,821	68,416	70,007	71,602	73,196	74,772	76,355	77,941
13	65,009	66,554	68,091	69,148	70,745	72,337	73,934	75,531	77,109	78,695	80,284
14	67,498	69,034	70,562	71,557	73,152	74,745	76,342	77,942	79,520	81,106	82,696
15				74,048	75,642	77,233	78,829	80,429	82,005	83,591	85,182
16				76,627	78,216	79,804	81,396	82,995	84,569	86,153	87,742
17				79,296	80,878	82,461	84,047	85,643	87,212	88,793	90,378
18				82,057	83,631	85,206	86,785	88,376	89,938	91,513	93,095

Completion of Ph.D.

Tenure

Longevity - 18 years of service

Longevity - 25 years of service

\$ 400  
 \$ 300  
 \$ 2,000  
 \$ 3,000

22 or 26 equal pay periods  
 or  
 21 or 25 equal pay periods

MT. PLEASANT COTTAGE SCHOOL U.F.S.D.  
 FISCAL 02/03 SALARY GRID  
 3.75% INCREASE TO ALL STEPS  
 TEACHERS

APPENDIX A-1B

File: 02-03 Union Salary Grid

	BA	BA10	BA20	BA30	BA40MA	BA50/MA10	BA60/MA20	MA30	MA40	MA50	MA60
0	38,819	40,258	41,693	43,128	44,564	45,995	47,427	48,867	50,298	51,734	53,172
1	40,306	41,756	43,206	44,628	46,080	47,526	48,982	50,427	51,872	53,319	54,770
2	41,849	43,312	44,774	46,182	47,649	49,108	50,577	52,036	53,493	54,953	56,416
3	43,452	44,928	46,399	47,791	49,270	50,743	52,224	53,696	55,165	56,637	58,112
4	45,115	46,600	48,083	49,455	50,947	52,432	53,925	55,410	56,899	58,372	59,858
5	46,843	48,337	49,828	51,177	52,681	54,177	55,682	57,178	58,688	60,181	61,657
6	48,637	50,138	51,636	52,959	54,474	55,981	57,495	59,002	60,502	62,004	63,510
7	50,499	52,007	53,510	54,804	56,327	57,844	59,368	60,885	62,383	63,904	65,419
8	52,433	53,945	55,451	56,712	58,244	59,770	61,302	62,828	64,343	65,862	67,365
9	54,441	55,955	57,464	58,687	60,227	61,760	63,299	64,832	66,354	67,890	69,410
10	56,525	58,040	59,549	60,731	62,276	63,815	65,360	66,901	68,428	69,960	71,496
11	58,680	60,203	61,710	62,846	64,396	65,940	67,489	69,036	70,587	72,104	73,644
12	60,937	62,447	63,950	65,025	66,587	68,135	69,687	71,239	72,773	74,314	75,857
13	63,271	64,774	66,270	67,300	68,853	70,403	71,957	73,512	75,046	76,591	78,137
14	65,693	67,188	68,675	69,843	71,197	72,747	74,301	75,858	77,384	78,936	80,485
15				72,058	73,620	75,188	76,721	78,276	79,813	81,356	82,904
16				74,579	76,125	77,671	79,220	80,776	82,308	83,849	85,396
17				77,176	78,718	80,256	81,800	83,354	84,880	86,419	87,962
18				79,863	81,395	82,928	84,465	86,013	87,533	89,067	90,606

Completion of Ph.D. \$400.00  
 Tenure \$300.00  
 Longevity - 18 years of service \$2,000.00  
 Longevity - 25 years of service \$3,000.00  
 22 or 26 equal pay periods  
 or  
 21 or 25 equal pay periods

MT. PLEASANT COTTAGE SCHOOL U.F.S.D.  
 FISCAL 03/04 SALARY GRID  
 1.650% INCREASE TO ALL STEPS  
 TEACHERS

APPENDIX A-2

File: Union Salary 0304 Grid

Provisions:

- 1) 1.650% increase to all Steps.
- 2) All staff advanced to Fiscal 03/04 as per Tithboro.
- 3) Longevity to \$2,100 per unit member with a minimum of 18 years of service.
- 4) Longevity payment of \$3,100 per unit member with a minimum of 25 years of service.
- 5) Add Step 22 - 22 years of service to District @ .75% step increase above Step 18

	BA	BA10	BA20	BA30	BA40/MA	BA50/MA10	BA60/MA20	MA30	MA40	MA50	MA60
0	40,544	42,044	43,545	45,042	46,543	48,038	49,544	51,038	52,534	54,032	55,534
1	42,096	43,611	45,125	46,611	48,127	49,637	51,157	52,667	54,176	55,687	57,203
2	43,708	45,236	46,763	48,234	49,765	51,289	52,824	54,347	55,869	57,394	58,922
3	45,382	46,922	48,460	49,914	51,459	52,997	54,544	56,082	57,616	59,152	60,693
4	47,120	48,670	50,219	51,652	53,210	54,761	56,321	57,871	59,417	60,965	62,517
5	48,924	50,484	52,041	53,451	55,021	56,584	58,155	59,718	61,274	62,833	64,396
6	50,797	52,366	53,930	55,312	56,893	58,468	60,050	61,623	63,189	64,759	66,331
7	52,742	54,317	55,887	57,238	58,830	60,414	62,005	63,590	65,164	66,743	68,325
8	54,762	56,341	57,915	59,232	60,832	62,425	64,025	65,619	67,201	68,788	70,378
9	56,859	58,441	60,017	61,294	62,902	64,503	66,110	67,713	69,302	70,896	72,493
10	59,036	60,619	62,194	63,429	65,043	66,650	68,264	69,873	71,468	73,068	74,672
11	61,297	62,878	64,452	65,638	67,256	68,869	70,487	72,103	73,702	75,307	76,916
12	63,644	65,221	66,790	67,924	69,545	71,162	72,783	74,404	76,006	77,615	79,227
13	66,081	67,652	69,214	70,289	71,912	73,531	75,154	76,778	78,382	79,993	81,608
14	68,612	70,173	71,726	72,737	74,359	75,978	77,602	79,228	80,832	82,444	84,061
15				75,270	76,890	78,508	80,129	81,756	83,358	84,971	86,587
16				77,892	79,507	81,121	82,739	84,364	85,964	87,574	89,189
17				80,604	82,213	83,822	85,434	87,056	88,651	90,258	91,870
18				83,411	85,010	86,612	88,217	89,834	91,422	93,023	94,631
22				85,648	87,261	88,878	90,508	92,108	93,721	95,340	

Completion of Ph.D.  
 Tenure

Longevity - 18 years of service \$ 400  
 Longevity - 25 years of service \$ 300  
 Longevity - 25 years of service \$ 2,100  
 Longevity - 25 years of service \$ 3,100

22 or 26 equal pay periods  
 or  
 21 or 25 equal pay periods

APPENDIX A-3

MT. PLEASANT COTTAGE SCHOOL U.F.S.D.  
 FISCAL 04/05 SALARY GRID  
 1.65% INCREASE TO ALL STEPS  
 TEACHERS

Provisions:

- 1) 1.650% increase to all Steps.
- 2) All staff advanced to Fiscal 03/04 as per Triboro.
- 3) Longevity to \$2,175 per unit member with a minimum of 18 years of service.
- 4) Longevity payment of \$3,175 per unit member with a minimum of 25 years of service.
- 5) Add Step 22 - 22 years of service to District @ .75% step increase above Step 18

File: Union Salary Grid

	BA	BA10	BA20	BA30	BA40/MA	BA50/MA10	BA60/MA20	MA30	MA40	MA50	MA60
0	41,213	42,738	44,264	45,785	47,311	48,830	50,361	51,880	53,401	54,923	56,451
1	42,791	44,330	45,870	47,380	48,921	50,456	52,002	53,536	55,070	56,606	58,147
2	44,429	45,982	47,535	49,030	50,586	52,136	53,695	55,244	56,791	58,341	59,895
3	46,131	47,696	49,260	50,737	52,308	53,871	55,444	57,007	58,566	60,129	61,695
4	47,897	49,473	51,047	52,504	54,088	55,664	57,250	58,826	60,397	61,971	63,549
5	49,731	51,317	52,900	54,333	55,929	57,518	59,115	60,703	62,285	63,870	65,458
6	51,635	53,230	54,819	56,225	57,832	59,432	61,040	62,640	64,232	65,827	67,426
7	53,613	55,213	56,809	58,183	59,800	61,411	63,029	64,639	66,240	67,844	69,452
8	55,666	57,271	58,870	60,209	61,836	63,455	65,081	66,701	68,310	69,923	71,539
9	57,797	59,405	61,007	62,306	63,940	65,567	67,201	68,830	70,445	72,066	73,689
10	60,010	61,619	63,221	64,476	66,116	67,750	69,390	71,026	72,647	74,274	75,904
11	62,308	63,915	65,515	66,721	68,366	70,005	71,650	73,292	74,918	76,550	78,185
12	64,694	66,297	67,892	69,045	70,693	72,336	73,984	75,631	77,260	78,895	80,535
13	67,172	68,768	70,356	71,449	73,099	74,744	76,394	78,045	79,675	81,313	82,955
14	69,744	71,331	72,909	73,937	75,586	77,232	78,882	80,535	82,165	83,805	85,448
15				76,512	78,159	79,803	81,451	83,105	84,734	86,373	88,016
16				79,177	80,819	82,460	84,104	85,756	87,382	89,019	90,661
17				81,934	83,569	85,205	86,844	88,493	90,114	91,747	93,386
18				84,788	86,413	88,041	89,672	91,317	92,930	94,558	96,192
22					87,061	88,701	90,345	92,001	93,627	95,268	96,913

Completion of Ph.D.	\$ 400
Tenure	\$ 300
Longevity - 18 years of service	\$ 2,175
Longevity - 25 years of service	\$ 3,175

22 or 26 equal pay periods  
 or  
 21 or 25 equal pay periods

Mount Pleasant Cottage School, U.P.S.D. 2003-2004 School Calendar

September 2003

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

September  
 Labor Day 9/1  
 Superintendent's Conference Day 9/2 - All Staff  
 Schools Open 9/3

February 2004

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16*	17*	18*	19*	20*
23	24	25	26	27

February  
 Winter Recess 2/16 - 2/20

October 2003

M	T	W	T	F
		1	2	3
6*	7	8	9	10
13*	14	15	16	17
20	21	22	23	24
27	28	29	30	31

October  
 Yom Kippur 10/6  
 Columbus Day 10/13

March 2004

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

March  
 Superintendent's Conference Day 3/24 - All Staff

November 2003

M	T	W	T	F
3	4	5	6	7
10	11*	12	13	14
17	18	19	20	21
24	25	26*	27*	28*

November  
 Superintendent's Conference Day 11/10 - All Staff  
 Veterans' Day 11/11  
 Noon Dismissal 11/26  
 Thanksgiving Recess 11/27 & 11/28

April 2004

M	T	W	T	F
			1	2
5*	6*	7*	8*	9*
12*	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April  
 Easter/Passover Recess 4/5 - 4/12

December 2003

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22*	23*	24*	25*	26*
29*	30*	31*		

December  
 Holiday Recess 12/22 - 1/2/04

May 2004

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27*	28*
31*				

May  
 Memorial Day Weekend 5/27 - 5/31

January 2004

M	T	W	T	F
			1*	2*
5	6	7	8	9
12	13	14	15	16
19*	20	21	22	23
26	27	28	29	30

January  
 New Years Day 1/1  
 Martin Luther King Jr. Day 1/19  
 Regents Exams 1/26-1/29

June 2004

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25*
28*	29*	30*		

June  
 Graduation 6/23  
 Regents Exams 6/16 - 6/23  
 Last Day of School For Students 6/24 10 A.M. Dismissal

- September 20 + 1 Superintendent's Conference Day
- October 21
- November 15 + 1 Superintendent's Conference Day
- December 15
- January 19
- February 15
- March 22 + 1 Superintendent's Conference Day
- April 16
- May 19
- June 18

183 = Total Days for Teachers - Includes 3 S.C.D.

Total Days for Students - 180

No Students

\* Civil Service Days, 2003 - 7/4, (not shown on calendar) 9/1, 10/6, 10/13, 11/11, 11/27, 11/28, 12/24, 12/25, 12/31, 2004 - 1/1, 1/19, 2/16, 4/9, 5/27, 5/28, 5/31

If more than two (2) snow days / emergency closings are needed, we will work the following days:

- May 27<sup>th</sup>
- May 28<sup>th</sup>
- April 12<sup>th</sup>
- June 25<sup>th</sup>
- June 28<sup>th</sup>

Appendix C  
FAMILY AND MEDICAL LEAVE ACT OF 1993  
GUIDANCE DOCUMENT

I. ELIGIBLE EMPLOYEES

A. Eligible employees are those who work for a covered employer and, in the case of a public agency employer (e.g., school district), such employer must employ at least 50 employees within a 75 mile area [measured by actual surface miles between worksites using the shortest route and surface transportation or the most frequent mode of transport] (29 CFR §825.108 and §825.110[a][3]). To be eligible, the employee must meet the following criteria:

1. must have been employed for at least 12 months (needn't be consecutive and may include 52 weeks of partial or whole employment -- 29 CFR §825.110[a][1] and [b]).
2. must have been employed for at least 1,250 hours of service during the 12 calendar months immediately preceding the commencement of the leave (29 CFR §825.110[a][2]). An employer is prohibited from reducing work hours to avert employee eligibility.
3. qualification for leave is measured from the leave commencement date (29 CFR §825.110[d]).
4. employees defined as executive, administrative and professional (including teachers) under the FLSA will be presumed to have worked at least 1,250 hours during the previous 12 months (29 CFR §825.110[c]), since records of their hours are not maintained (29 CFR §825.500[d]).

[NOTE: Teacher assistants and aides are treated along with non-instructional employees for the purposes of counting hours of employment if they are not primarily engaged in instruction (29 CFR §825.800).]

II. LEAVE ENTITLEMENTS

A. A total of 12 work weeks of leave during any 12 month period for one or more of the following purposes:

1. child care for birth of an employee's son or daughter.
2. adoption or foster care of a child by an employee.
3. care for a spouse, child or parent with a serious health condition.
4. an employee's own serious health condition which renders him/her unable to perform work functions [disability within the meaning of the Americans with Disabilities Act, 42 USC §12101 et. seq.; 29 CFR Part 30] (FMLA §102[a]; 29 CFR §825.112).

B. DEFINITIONS

1. Spouse - A husband or wife, as defined under State Law (29 CFR §825.113[a]).
2. Parent - The biological parent of the employee or his/her legal guardian; and not an in-law (29 CFR §825.113[6]).
3. Son or Daughter - A biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis of a child under 18, or over 18 and in need of assistance with or supervision over daily living skills due to mental or physical disabilities (29 CFR §825.113[c][1]-[3]).
4. Serious Health Condition - An illness, injury, impairment, physical or mental condition involving:
  - a. any period of incapacity or treatment in connection with in-patient care at a hospital, hospice or medical residential care facility (29 CFR §825.114[a][1]);
  - b. any period of incapacity requiring absence from work, school or other daily activities of more than three (3) calendar days; that also involves continuing treatment by or under the supervision of a health care provider, including incapacity due to pregnancy (29 CFR §825.114[a][2]; or
  - c. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if untreated, it would likely result in a period of more than three (3) calendar days absence, or for prenatal care (29 CFR §825.114[a][3]).
5. Health Care Provider - Medical doctors, osteopaths, dentists, optometrists, chiropractors, podiatrists, psychologists, nurse practitioners and nurse midwives, if authorized to practice under state law, acting within the scope of their practice, and Christian Science practitioners listed with the First Church of Christ Science in Boston, Mass (29 CFR §825.800).
6. Continuing Course of Treatment by a Health Care Provider - Refers to:
  - a. The employee or family member being treated two or more times by a provider of health care services or treatment personnel pursuant to medical protocol (e.g., physical therapist) or is subject to supervision by a health care provider (e.g., stroke, Alzheimer's patient or terminally ill) (29 CFR §825.114[b][3]).
  - b. Voluntary or cosmetic treatments are not serious health concerns unless the in-patient and other requirements of the law are met. This grey area includes: the removal of a cancerous growth, reconstructive dental work, stress treatments, allergy treatments.  
[NOTE: Routine preventive physical examinations are excluded.]

C. THE APPLICABLE 12 MONTH PERIOD

1. While the employee is entitled to a total of 12 work weeks of leave during a 12 month period, the employer has chosen in determining the 12 month measure, the following:

12 months forward from the employee's first FMLA leave date (a date which must occur on or after August 5, 1993).

2. An employer may change the count methodology upon 60 days notice to all employees in a non-prejudicial manner to leave rights (29 CFR §825.200[d]).

D. NATURE OF LEAVES

1. Child Care

a. leave rights apply equally to fathers and mothers in the case of child care leaves (29 CFR §825.112[b]).

b. child care leave may begin before the birth for prenatal reasons (29 CFR §825.112[c]).

c. child care leave may begin before actual placement of a child in foster care or adoption of a child (e.g., time for counseling sessions, court appearance, attorney-client and physician meetings or examinations) (see 29 CFR §825.112[d]).

d. there is no age maximum on the adoption of a child or a child received into foster care placement (Id.).

e. the time within which a child care adoption or foster care leave must be taken is 12 months from the birth, adoption or placement of the child (FMLA §102[a][2] - 29 CFR §825.201).

f. if spouses work for the same employer, only a combined 12 weeks may be taken within the 12 month period for the purposes of child care (29 CFR §825.202[a]).

g. intermittent leave for the purposes of child care, foster care and adoption is subject to the employer's permission and is not a right granted by law (29 CFR §825.203[a]).

h. if the leave is foreseeable, at least 30 days notice may be required by the employer. Where unforeseeable, notice must be given as soon as is practicable (within one or two working days -- see 29 CFR §825.302 and §825.303) or else the employer may deny the leave until there is 30 days actual notice (see 29 CFR §825.304[b]).

## 2. Serious Health Condition Leaves

- a. includes periods of incapacity of more than three consecutive calendar days, as well as periods of incapacity due to pregnancy, not just for prenatal care.
- b. a "chronic serious health condition" is defined as one which requires periodic visits for treatment continues over an extended period of time (including recurring episodes of a single underlying condition) and may cause episodic, rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- c. in addition to the availability of up to 12 consecutive weeks of leave, intermittent leave is available, as is reduced schedule leave, when the same is medically necessary (FMLA §102[b][1]).
- d. medical necessity refers to the health care provider's certification that the medical need "can be best accommodated" through an intermittent or reduced leave schedule (29 CFR §825.306).
- e. spouses working for the same employer are entitled to a combined 12 weeks of leave to care for a parent (but not an in-law) (29 CFR §825.202[a] [3]).
- f. intermittent leave is leave that is taken in separate blocks of time, rather than continuously, broken down to units upon the same basis as the breakdown employed for sick leave use (e.g., for medical appointments, chemotherapy, radiation, physical therapy for severe arthritis and dialysis) (see 29 CFR §825.201[b]). If FMLA leave is taken for a period ending with the school year and beginning the following semester, it will be deemed to be consecutive, rather than intermittent leave.
- g. reduced leave schedule refers to a diminished number of hours in the workday (e.g., from 8 to 6 hours, due to limited health capacity -- see 29 CFR §825.203[c]).
- h. the increment of time for intermittent leave may be as brief as the minimum interval of time used in the employer's payroll system to account for absences (e.g., one hour or less) (29 CFR §825.203[d]).
- i. where the need for intermittent or reduced schedule leave is foreseeable, at least 30 days notice shall be given by the employee to the employer (same as for birth, adoption and foster care -- FMLA §102[e][1] and [2]; 29 CFR §825.302-303).
- j. the employee must attempt to schedule treatments so as to minimally disrupt work routines, consistent, however, with the medical necessity standard (FMLA §102[e][2][a]).
- k. the medical certification should be presented, upon the employer's request, at the time of leave, but must be presented within 15 calendar days of the employer's request, where practicable (29 CFR §825.305[a] and [b]).

1. an employee requesting intermittent or reduced schedule leave due to a planned medical treatment may be required to transfer temporarily to an available alternative position:

1. for which the employee is qualified;
2. with equivalent pay and benefits;
3. which better accommodates treatment schedule (see FMLA §102[b][2]; 29 CFR §825.204[a]).

m. an employee able to return to work full-time must be restored to the same or equivalent position held at the time intermittent or reduced work schedule leave commenced.

### III. PAID AND UNPAID LEAVE

A. Where the employer provides paid leave for fewer than 12 work weeks, the additional weeks, to a total of 12, may be unpaid (FMLA §102[d][1]).

B. The employer may require the substitution of paid leave accruals (e.g., vacation, personal leave or family leave) for any part of the 12 weeks (FMLA §102[d][2] -- 29 CFR §825.208) unless the employee is receiving workers' compensation or disability benefits.

C. Absent the availability of paid leave options, the FMLA does not require paid leave time (FMLA §102[c] and [d][2][A] and [B]).

D. Paid leaves do not count towards FMLA leave time if they are: not so designated by the employer, who has the duty to decide whether or not the requested leave falls under FMLA, requested separately and not in relationship to an FMLA leave (29 CFR §825.208[a][2] and §825.700).

E. Where an unpaid leave beyond the limits of the FMLA period is provided for by the employer, the first part shall be the FMLA leave, upon employee request (29 CFR §825.700[a]).

F. Unpaid leave under the Act has a neutral effect upon exempt status under FLSA (FMLA §102[c]).

G. Instructional employees on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year.

### IV. CERTIFICATION OF MEDICAL LEAVES

A. This employer requires timely certification of a medical leave application pursuant to these standards:

M. The terms in a collectively negotiated agreement shall supersede the return to work (fitness for duty) requirements of FMLA, so long as they do not run afoul of the Americans with Disabilities Act (Id.).

N. An employer may deny restoration from leave until the employee furnishes a required fitness for duty certification, but only if the notice requirements of §825.310[c] have been met. (The §825.301 "notice of rights" to FMLA leave applicants, including fitness for duty requirements upon return to work and a specific individualized notice of certification requirement, must be given at or immediately after leave commencement -- see 29 CFR §825.310[d]).

O. Fraudulent actions by employees are not protected under FMLA (see 29 CFR §825.212[g]).

## VII. HEALTH BENEFITS DURING LEAVE

A. The law requires an employer to maintain group health plan coverage for employees on FMLA leaves as if they were actively engaged at work for the duration of the leave (FMLA §104[c]; 29 CFR §825.209 and §825.800).

B. Employers are not required to maintain group health insurance benefits for employees who are laid off during the course of FMLA leave and employment is terminated, unless pursuant to a collectively negotiated agreement.

C. Instructional employees on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year.

D. Group health care coverage may extend beyond health insurance, alone, to dental care, vision care, mental health counseling (e.g., EAP) and substance abuse treatment (29 CFR §825.209[b]).

E. Improvements in benefits accrete to an employee on FMLA leave, as if s/he was actively engaged at work (29 CFR §825.209[c]).

F. Window periods for plan or coverage changes must be made on notice to those on FMLA leaves, giving them an opportunity to participate (29 CFR §825.209[d]).

G. While on FMLA leave, an employee may opt-out from coverage, but must be allowed to re-enter the plan(s) unconditionally upon return to work (e.g., without waiting period or physical examination -- 29 CFR §825.209[e]).

H. Employees on an FMLA leave become immediately ineligible for employer health premium funding as soon as the employer is informed of an intent not to return from leave (29 CFR §825.209[f]).

I. Key employees who are not allowed to return from FMLA leave shall be entitled to continued health benefits until:

1. notice of intent not to return is given by the employee.
2. FMLA leave entitlements are fully exhausted [total of 12 weeks] (see 29 CFR §825.209[g]).

J. Where employee premium contributions exist, those on FMLA leaves shall be required to remit their shares to the employer or the carrier, without any additional charges (29 CFR §825.210[c]).

K. If the employee on FMLA leave is more than 30 days late in paying his/her share of the premium, the employer's obligation to pay its share ceases (29 CFR §825.212[a]).

L. If coverage lapses during a FMLA leave due to the employee's failure to make premium share payments, the coverage must be unconditionally restored upon return to work (29 CFR §825.212[c]).

M. An employer may recover from the employee who was on FMLA leave the employee's premium share, if the employer made a voluntary payment to avoid a lapse in coverage (29 CFR §825.212[b]).

N. The employer may recover its premium payments from an employee who fails to return from FMLA leave, unless:

1. the serious health condition persists beyond the time of leave;
2. circumstances beyond the employee's control occur (e.g., spouse is transferred to a job location more than 75 miles away; the employee is needed for the health care of an immediate family member; the employee is laid-off while on leave; the employee is a key employee who was given notice not to return at the end of the leave; but not to extend child care leave).

O. The employer may recoup premiums from an employee through payroll deductions (29 CFR §825.213[e]).

P. Return to work means resumption of duties for at least 30 days (29 CFR §825.213[b]).

#### VIII. ANTI-DISCRIMINATION AND ENFORCEMENT PROVISIONS

A. The employer is prohibited from interfering with or denying an employee the opportunity to exercise rights provided under FMLA (FMLA §105[a]; 29 CFR §220[a]).

B. Protected activities include: filing a charge, instituting a proceeding, furnishing information and testifying (FMLA §105[b]; 29 CFR §825.220[a]).

C. Discouraging an employee from using FMLA leave constitutes a violation (29 CFR §825.220[b]).

D. Individual rights are not delegable to the collective negotiations process (29 CFR §825.220[d]).

E. The U.S. Secretary of Labor is empowered with investigative authority under the FMLA (FMLA §106[a]).

F. Records must be preserved by employers pursuant to standards set forth in the FLSA at §11(c) (29 USC §211[c]) and are subject to annual submission for inspection, unless reasonable cause warrants more frequent inspection (FMLA §106[b] and [c]).

G. Employees may file complaints administratively with the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor (29 CFR §825.400-401).

#### IX. POSTING AND NOTICE REQUIREMENTS

A. This employer shall post and maintain conspicuously in places where employees are employed a notice explaining the Act and providing the procedures for filing complaints of violations with the Wage and Hour Division (29 CFR §300[a]). [See Appendix "B" hereto]

B. Employers may not deny FMLA leave to employees who fail to comply with any employer policies requiring written notice of the need for FMLA leave.

#### X. EMPLOYER RECORDKEEPING REQUIREMENTS

A. In the form required by §11(c) of the FLSA, the following FMLA relevant information must be retained for at least three (3) years:

1. basic payroll data;
2. FMLA leave dates (all employees) and so designated as such in records;
3. days and hours (where applicable) of FMLA taken by employees;
4. copies of employee notices of FMLA leave given to the employer; copies of employer notices (both general and specific) given to employees. Copies may be maintained in employee personnel file;
5. documents which describe employee benefits, policies and practice regarding the taking of paid and unpaid leaves;
6. premium payments of employee benefits;
7. written records of disputes about FMLA leave conferral issues (29 CFR §500[a] and [b]).

B. For employees not subject to FLSA recordkeeping requirements (e.g., exempt), the employer need not keep records of actual hours worked if:

1. eligibility for FMLA leave is presumed;
2. intermittent or reduced leave schedule hours are agreed upon between employer and employee (e.g., the parties agree what the regular or average hours of work are) (29 CFR §825.500[d]).

C. Medical certification and recertification documents shall be maintained in separate files/records and treated confidentially, except when supervisors and/or safety personnel have a need to know (29 CFR §825.500[e][1] and [2]).

D. Government officials investigating compliance with FMLA must be provided with relevant information upon request (29 CFR §825.500[e][3]).

#### XI. SPECIAL RULES FOR SCHOOL TEACHING PERSONNEL

A. Whenever primarily instructional employees will miss more than 20% of the working days during the intended FMLA leave for planned treatment of serious health condition (personal or family member), the employer may require:

1. the employee to take leave for periods of a particular duration, but not in excess of the leave period;
2. to transfer temporarily to an alternative position for which the employee is qualified which:
  - a. has equivalent pay and benefits;
  - b. better accommodates recurring periods of leave than the regular employment position (FMLA §108[c][1]; 29 CFR §825.601).

B. To be eligible for the 20% leave described in paragraph "A", above, the employee must make a reasonable effort to schedule treatments in a manner which will not unduly disrupt the employer's operation and, if practicable, give at least 30 days prior notice (FMLA §102[e][2] and §108[c][2]).

C. For leaves near the conclusion of an academic term (semester), the following rules may be applied by an employer in the case of primarily instructional employees:

1. If the leave commences at least five (5) weeks before the end of an academic term and the leave is of at least three (3) weeks duration, leave may be required until the end of the term if the return date would otherwise be within the last three (3) weeks of the term (FMLA §108[d][1]).

2. If a FMLA leave, other than for an employee's own medical condition, begins within the last five (5) weeks before the end of an academic term, the employer may require the leave to extend through the end of the term if it is for more than two (2) weeks duration and the return date would be within the last two (2) weeks of the term (FMLA §108[d][2]; 29 CFR §825.602).

3. If a FMLA leave, other than for an employee's own medical condition, begins less than three (3) weeks before the end of an academic term and would last for more than five (5) working days, the employer may require the leave to extend to the end of the term (FMLA §108[d][3]).

D. Periods of one or more weeks when school is closed and employees are not expected to report to work do not count toward FMLA leave. Examples include school closings during the Christmas/New Year holidays, summer vacation, or closings for maintenance and repairs.

However, when a particular holiday falls during a week taken as FMLA leave, the entire week is counted as FMLA leave.

E. Restoration to an equivalent position upon return from leave regarding all school employees is to be governed by school board policy and practices or collectively negotiated provisions (FMLA §108[e]; 29 CFR §825.600[d]).

F. "Instructional employees" are defined as those whose principal function is to teach and instruct students in class, a small group or individual settings, coaches, special education assistants such as signers for the hearing impaired. It does not include counselors, psychologists, curriculum specialists, non-instructional personnel and teaching assistants or aides, unless their principal job is actually teaching or instructing (29 CFR §825.600[c]).

G. If FMLA leave is extended at the employer's option, the extension is considered to be FMLA leave time as well, including health benefits and restoration rights (29 CFR §825.603[b]).

APPENDIX D

MEMORANDUM OF AGREEMENT ("hereinafter "MOA")

THIS AGREEMENT, entered into as of the 12<sup>th</sup> day of June, 2003, by and between Mount Pleasant Cottage School Union Free District ("Employer") and the Mount Pleasant Cottage School Association of Teachers (the Association"), does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective June 12, 2003, the Employer and Association agree to the following:

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable calendar year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) accounts, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971<sup>1</sup>, and for all members in the New York State Employees' Retirement System ("ERS") regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and

<sup>1</sup> **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31<sup>st</sup> of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. 403(b) Accounts Employer contributions shall be deposited into the ING Life Insurance and Annuity Company ("ING") 403(b) account of each recipient employee. If the employee does not have an ING 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into an ING account established in the employee's name. Agents from ING will be allowed reasonable access to the School District's facilities in order to assist the employees and District's representatives in fulfilling applicable 403(b) legal requirements. Upon the request of the District, the ING agents will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the Internal Revenue Code, based upon salary and payroll information provided to the ING representative by the District. Upon the request of the District, ING agrees to provide the Employer with their standard hold harmless agreement. *The Standard hold harmless Agreement provided by ING will state that the District will incur no expense relating to the Employer*
4. Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System. *Director 403(b) Accounts.*

5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This MOA shall further be subject to the approval of ING, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.
7. The Employer is responsible for providing accurate information to ING. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to ING, any issues that arise from the inaccurate information shall be the responsibility of the Employer.

8. Employer Non-Elective Contribution Equal to Termination Pay The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system. The amount of Employer's contribution for each eligible employee shall equal the accumulated leave days (Termination Pay) benefit which is specified in Article XIV (B) of the Collective Bargaining Agreement. The Employer shall make up to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution within thirty (30) days of the employee's severance date.

Agreed to this 12<sup>th</sup> day of June, 2003:

For the Employer:

By: *[Signature]*  
Superintendent of Schools

For the Association:

By: *[Signature]* 6/25/03  
President of the Association  
*[Signature]* 6/25/03

APPENDIX E

REQUEST TO BE EXCUSED FOR LATENESS

From:

\_\_\_\_\_

To:

\_\_\_\_\_

(Principal / Assistant Principal)

Date in Question:

\_\_\_\_\_

Reason for Lateness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Requesting to be excused: Yes / No (circle one)

\* Must be submitted no later than the next workday.

Signed:

\_\_\_\_\_

Do Not Write Below This Line

\_\_\_\_\_

\_\_\_\_\_ Not Excused \_\_\_\_\_ Excused \* \_\_\_\_\_ #

Supervisor Signature

Date

cc: Principal  
Staff Attendance Secretary  
Personnel File  
Requestor



