

MEMORANDUM OF AGREEMENT dated this 14<sup>th</sup> day of June, 2017 by and between the negotiating representatives of the BOARD OF EDUCATION OF THE MOUNT PLEASANT CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "BOARD" and or "DISTRICT") and the negotiating representatives of the MOUNT PLEASANT TEACHERS' ASSOCIATION (hereinafter referred to as the "UNION")

A. General:

The labor agreement between the parties for the period of July 1, 2012- June 30, 2017 expires on June 30, 2017. The parties herewith agree that said agreement shall be modified effective as of July 1, 2017 and shall be in effect for two (2) years to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expiring contract. Except for the changes to said agreement expressly set forth herein and changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

B. Contingencies:

1. This agreement is subject to formal ratification by the BOARD and the membership of the UNION. Such ratification shall occur within fifteen (15) days of the date of execution of this Memorandum of Agreement. If either party fails to ratify or fails to act within the aforesaid fifteen (15) day period, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this Memorandum of Agreement.
2. The parties agree to incorporate this Memorandum of Agreement into a more formal written agreement.

C. Terms:

1. Salary Schedules

- a. 2017/2018- 0% added to the 2016/17 salary schedules (increment to be granted to eligible unit members) effective July 1, 2017 with \$1,000.00 added to each cell of the salary schedules for all unit members<sup>1</sup> who were employed by the District as of the date of ratification

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<sup>1</sup> It is the intent of the parties that the above-referenced off-schedule payments are to be pensionable for affected unit members. Notwithstanding the foregoing, the parties herewith acknowledge that this is a determination to be made by the Teachers' Retirement System ("TRS") and the District has no authority over said determination. In the event that TRS determines that said monies are not pensionable, the District will have no liability with respect to the pensions of affected unit members and this Memorandum of Agreement shall continue to be valid and binding upon the parties, notwithstanding said TRS determination.

of this Agreement by both parties (including those unit members on an unpaid leave of absence) and who will continue to be actively employed (on paid status) effective September 1, 2017 (excluding those on an unpaid leave of absence during the 2017/18 school year). Said payment shall be made to eligible unit members on or before September 30, 2017. Said payment shall be prorated for part-time staff based upon their FTE status as of September 1, 2017.

b. 2018/2019- 1% added to the 2016/17 salary schedules (increment to be granted to eligible unit members) effective July 1, 2018.

c. All other monetary sections will increase across the board by the percent increase granted for the 2018/2019 school year, effective July 1, 2018.

2. **Side Letters**

The side letters attached as Exhibit "1" shall be incorporated into the successor agreement.

3. **Block Schedule**

Effective July 1, 2017, add the following new sub-paragraph (g) to Article 6.9 (Secondary Assignments, Grades 7-12):

*Notwithstanding the scheduling restrictions set forth in sub-paragraphs (a)(1) and (c) above the District shall be permitted to assign High School teachers to a block schedule in accordance with the following:*

- A. *The parties herewith acknowledge that the implementation of the block schedule at the High School will result in a daily schedule wherein on certain days teachers shall be required to teach the equivalent of four (4) consecutive periods (two (2) consecutive blocks). In no event shall any teacher be required to teach the equivalent of six (6) consecutive periods (three (3) consecutive blocks). Each block will be 80 minutes.*
- B. *Teachers that have a "heavy day" (3 blocks) will not be assigned any duties or supervision on that day. No duties shall be assigned on light days, however, teachers shall be available for office hours for a minimum of forty (40) minutes. Office hours shall be scheduled at consistent times each light day so that students may have a reasonable expectation as to the availability of teachers. Said time shall be self-directed and no students shall be assigned by the administration. The foregoing shall not preclude administrators from requesting that teachers see particular students in need of academic intervention. The parties*

acknowledge that said time, while self-directed, shall be used exclusively for assisting students. Teachers may teach three (3) blocks on the heavy day and two (2) blocks on the light day.

- C. Teachers assigned to cover for absent teachers assigned to teach the block schedule shall be compensated at the rate of twice the class coverage rate set forth in Article 6.8 for each eighty (80) minute block.
- D. The administration will ensure that courses at the high school will be scheduled as either a blocked course or as a 40 minute course offering. A course offering will not be scheduled in both blocked and 40 minute formats to ensure consistent instruction to students.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 14<sup>th</sup>, day of June, 2017.

MEMBERS OF THE NEGOTIATING COMMITTEES

FOR UNION:

Virginia C. Capall  
Kerri DeCrenza  
Bill Schirone  
[Signature]  
\_\_\_\_\_

FOR EMPLOYER:

Anna Quincy, Ed.D.  
[Signature]  
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\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "1"**

**SIDE LETTERS**

**AGREEMENT BY AND BETWEEN THE MOUNT  
PLEASANT CENTRAL SCHOOL DISTRICT AND THE  
MOUNT PLEASANT TEACHERS ASSOCIATION  
CONCERNING ELEMENTARY SUPERVISORY  
DUTIES**

**WHEREAS**, the Board of Education of the Mount Pleasant Central School District ("DISTRICT") and the Mount Pleasant Teachers' Association ("MPTA") are parties to a certain collective bargaining agreement for the period of July 1, 2012 -June 30, 2017; and

**WHEREAS**, said CBA contains certain provisions regarding the assignment of one supervisory duty per week (Section 6.10(c)(1)); and

**WHEREAS**, the parties have engaged in negotiations concerning a change to said provision.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:**

1. Effective July 1, 2015, Section 6.10(c)(1) of the parties' CBA shall be replaced with the following:
  - a. In lieu of one (1) supervisory duty per week, elementary teachers shall be provided with four (4) thirty (30) minute professional periods per month.
  - b. Professional periods must be used for professional activities including, but not limited to: curriculum writing, curriculum mapping, department meetings, grade level meetings, meetings with parents, etc.
  - c. The Administration shall have the right to assign elementary teachers to specific professional activities during two (2) thirty (30) minute professional periods per month. If the Administration schedules a meeting for the elementary teacher during a professional period, forty-eight (48) hours notice shall be provided to the teacher.
  - d. In the event the Administration does not assign the maximum two (2) professional periods during a month, the expectation is that the elementary teacher will still engage in the appropriate professional activities during the professional periods. In no event shall these professional periods be used by the elementary teachers as free time.
2. This side letter agreement is subject to approval by the Board of Education, absent said approval this agreement shall be null and void.
3. This agreement shall not serve as precedent for any party in any forum.
4. The MPTA and its members herewith agree that only a violation of the terms and conditions of this Side Letter Agreement shall be subject to the grievance and

arbitration procedures set forth in the collective bargaining agreement between the Association and the District.

MOUNT PLEASANT CENTRAL  
SCHOOL DISTRICT

By:   
Superintendent of Schools

Dated: June 29, 2015

MOUNT PLEASANT  
TEACHERS ASSOCIATION

By:   
President

Dated: June 26, 2015

**AGREEMENT BY AND BETWEEN  
THE BOARD OF EDUCATION OF THE  
MOUNT PLEASANT CENTRAL SCHOOL DISTRICT AND  
THE MOUNT PLEASANT TEACHERS' ASSOCIATION  
REGARDING ANNUAL PROFESSIONAL  
PERFORMANCE REVIEW APPEALS PROCEDURE**

**WHEREAS**, the Board of Education of the Mount Pleasant Central School District ("District") and the Mount Pleasant Teachers' Association ("MPTA") are parties to a certain written agreement ("Agreement"); and

**WHEREAS**, said Agreement contains a provision concerning the evaluation of staff members; and

**WHEREAS**, the parties have engaged in collective bargaining for the purposes of developing an appeals procedure in accordance with applicable law;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:**

**A. APPEAL OF EVALUATION:**

1. Within ten (10) school days of the receipt of a teacher's annual evaluation, the teacher may request, in writing, review by the original evaluator. In the event that the original evaluator is unable to complete this request, the request will be fulfilled by the Superintendent.
2. The appeal writing shall articulate in detail the basis of the appeal to the original evaluator. As set forth in Section 3012-c of the Education Law, the evaluated teacher may only challenge:
  - the substance of the annual professional performance review;
  - the school district's adherence to the standards and methodologies required for such reviews pursuant to Section 3012-c of the Education Law;
  - the school district's adherence to the regulations of the commissioner and compliance with any applicable locally negotiated procedures; and
  - the school district's issuance and/or implementation of the terms of the teacher improvement plan.
3. The parties herewith acknowledge that unit members shall not be permitted to appeal for any other reason, including, but not limited to, alleged claims of bias, retaliation and/or inequitable application of the evaluation process and/or procedures.
4. Non-tenured teachers shall not be permitted to appeal any aspect of their annual evaluation, or the school district's issuance and/or implementation of the terms of a teacher improvement plan.

5. Performance ratings of "ineffective" and "developing" are the only ratings subject to appeal for tenured teachers. Teachers who receive a rating of "highly effective," or "effective" shall not be permitted to appeal their rating. A tenured teacher may choose to submit a written rebuttal upon the determination of any "effective rating" if desired, but may not appeal such rating.
6. Within five (5) school days of receipt of the appeal, the original evaluator shall render a determination, in writing, respecting the appeal. In the event that the original evaluator is unable to render a determination, the determination will be rendered by the Superintendent.
7. Within five (5) school days of the teacher's receipt of the original evaluator's determination, the teacher may request, in writing, review by the Superintendent of Schools. Failure to articulate a particular basis for the appeal in the appeal writing to the Superintendent of Schools shall be deemed a waiver of that claim and shall not be considered by the Superintendent when his/her determination is rendered. In all other respects said appeal shall be consistent with the requirements set forth in sub-paragraphs two (2) through five (5) above.
8. Within five (5) school days of receipt of the appeal, as practicable, the Superintendent of Schools shall render a final and binding determination, in writing, respecting the appeal.
9. The determination of the Superintendent of Schools shall not be grievable, arbitrable, nor reviewable in any other forum. The Superintendent shall consult with the MPTA prior to rendering his/her determination. In the event the Superintendent is unable to consult with the MPTA, his/her time to respond shall be extended accordingly subject to paragraph six (6) above.
10. Each annual evaluation may only be appealed once.
11. This APPR Plan shall be reviewed by the parties on or before June 30<sup>th</sup> of each year.

**B. PROSPECTIVE APPR REGULATIONS AND TEACHER IMPROVEMENT PLANS**

Upon promulgation of the Regulations of the Commissioner of Education enacted pursuant Section 3012-c of the Education Law, the parties shall meet at a mutually agreeable time to discuss those provisions of the District's Annual Professional Performance Review Plan, or then current labor agreement as required by the provisions of Section 3012-c of the Education Law.

**C. AUTHORITY OF ARBITRATOR:**

Any arbitrator appointed pursuant to this contract shall be wholly without authority to consider, apply or interpret any provision of the District's APPR Plan, Section 3012-c of the Education Law, or any Regulation of the Commissioner of Education arising under Section



3012-c of the Education Law, or a dispute arising thereunder, unless the procedures for evaluation set forth in the collective bargaining agreement is violated.

**D. CONFLICTS:**

Nothing contained in this labor agreement shall conflict with, nor be determined to conflict with the annual professional performance review Regulations of the Commissioner of Education which have been and may hereafter be issued, nor with the provisions of Section 3012-c of the Education Law of the State of New York, and any amendments thereto. If it is determined by a final court of competent jurisdiction that a conflict exists, the law and the aforesaid Regulations shall govern.

E. This Agreement shall not serve as a precedent for either of the parties, in any forum.

MOUNT PLEASANT CENTRAL SCHOOL  
DISTRICT

By: *S. Guiney*  
DR. SUSAN GUINEY  
Superintendent

Dated: 10/11/12

MOUNT PLEASANT TEACHERS'  
ASSOCIATION

By: *Ellen M. Igo*  
ELLEN IGO  
President

Dated: 10/12/12

**AGREEMENT BY AND BETWEEN THE MOUNT PLEASANT CENTRAL SCHOOL DISTRICT AND THE MOUNT PLEASANT TEACHERS ASSOCIATION CONCERNING POST SEASON PLAY.**

**WHEREAS**, the Board of Education of the Mount Pleasant Central School District ("DISTRICT") and the Mount Pleasant Teachers' Association ("MPTA") are parties to a certain collective bargaining agreement for the period of July 1, 2012 -June 30, 2017; and

**WHEREAS**, said CBA contains certain provisions regarding compensation for post season play (Section 4.3(b)); and

**WHEREAS**, during the 2015-2016 school year the Varsity Football team competed in post-season play which resulted in the Varsity Cheerleading team participating in said post season play; and

**WHEREAS**, the aforementioned collective bargaining agreement does not expressly provide for compensation for post season play in the area of Varsity Cheerleading; and

**WHEREAS**, the parties have engaged in negotiations concerning said post season provision.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:**

1. Effective September 1, 2015, Section 4.3(b) shall include Varsity Cheerleading to the extent that the Varsity Cheerleading team accompanies another Varsity sport in post season play.
2. Additionally, the Varsity Cheerleading coach shall only be entitled to post season compensation for the time period not covered by the next seasons coaching payment. For example the Fall Varsity Cheerleading coach shall only be entitled to post season compensation up until the start date of the Winter Varsity Cheerleading season.
3. This side letter agreement is subject to approval by the Board of Education, absent said approval this agreement shall be null and void.
4. This agreement shall not serve as precedent for any party in any forum.
5. The MPTA and its members herewith agree that only a violation of the terms and conditions of this Side Letter Agreement shall be subject to the grievance and arbitration procedures set forth in the collective bargaining agreement between the MPTA and the DISTRICT.

**MOUNT PLEASANT CENTRAL SCHOOL DISTRICT**

By:   
Superintendent of Schools

**MOUNT PLEASANT TEACHERS ASSOCIATION**

By:   
President

Dated: 2/8/16

Dated: 1/17/16

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## Memorandum Of Agreement

6/13/2017

All terms and conditions of the current contract shall remain in effect except those amended as follows.

Two Year Contract (expiring June 30, 2019)

Block schedule

- The MPTA will permanently embed the Block schedule into the contract as a scheduling option for the district. (Including sections 1, 2, 3, and 6 of the current side letter.)

2017-2018

\$1000 off the grid compensation per unit member

- paid no later than September 30, 2017

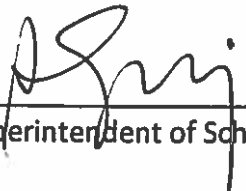
2018-2019

1% on the grid and across the board effective July 1, 2018

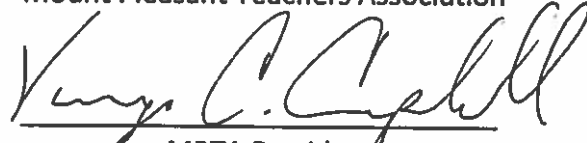
Subject to ratification by the membership of the MPTA and the BOE of Mount Pleasant Schools by June 30<sup>th</sup>, 2017.

The district agrees to the terms of this tentative agreement, reached today, June 13, 2017, and which is subject to the parties executing a more formal MOA created by counsel. The formal MOA will be available no later than June 14, 2017.

Mount Pleasant Central School District

  
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Superintendent of Schools

Mount Pleasant Teachers Association

  
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MPTA President