



Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Mohawk Central School District and Mohawk School Administrators Association (2007) (MOA)**

Employer Name: **Mohawk Central School District**

Union: **Mohawk School Administrators Association**

Local:

Effective Date: **07/01/07**

Expiration Date: **06/30/10**

PERB ID Number: **8110**

Unit Size: **4**

Number of Pages: **24**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AD1\8110

**AGREEMENT**

between the

**Mohawk Central School District**

and the

**School Administrators' Association of Mohawk**

**July 1, 2007 - June 20, 2010**

**RECEIVED**

JAN 08 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



**ARTICLE I**  
**PREAMBLE**

In order to effectuate the provisions of the Taylor Law and to encourage and increase the effective and harmonious working relationship between the Mohawk Board of Education (hereinafter called "Board") and the administrative employees (hereinafter called "Administrators") of the Board, represented by the School Administrators' Association of Mohawk (hereinafter called "Association"), affiliated with the School Administrators' Association of New York (SAANYS), the Chief Executive Officer of the Board (hereinafter called 'Superintendent') and the Association enter this Agreement.

For the purposes of this agreement, use of the masculine gender ("he", "him", or "his") is for convenience and meant to encompass the feminine gender.

**ARTICLE 11**  
**RECOGNITION**

The Mohawk Board of Education recognizes the School Administrators Association of Mohawk/Empire State Supervisors and Administrator's Association as the exclusive bargaining agent and representative for all administrative and supervisory personnel of the Mohawk Central School District. Excluded from this recognition are the Superintendent, the Business Administrator, the Supervisor of Buildings and Grounds, the Director of Transportation, and the Cafeteria Manager. The Association President will be notified of any newly created supervisory positions.

**ARTICLE III**  
**NEGOTIATION PROCEDURES**

- 3.1 Negotiations for a successor agreement will commence upon the written request of either party. Such request to be made in the final year of the Agreement, not earlier than six (6) months prior to the expiration of the Agreement, except by mutual consent. The parties will then establish a mutually agreeable meeting date following such request.
- 3.2 At the initial meeting, the parties will exchange proposals in writing in the language desired by the presenting party. At the second scheduled negotiation session, either party may introduce new proposals. After this exchange of proposals, no new proposals will be submitted by either party without the mutual consent of both parties. This shall not, however, prohibit or restrain counter proposals from either party on the issues in negotiation.

- 3.3 Neither party in any negotiations shall have any control over the selection of the representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromise in the course of negotiations; subject, however, to final ratification of the Association and appropriate legislative action by the Board.
- 3.4 All negotiations shall be held in executive session.
- 3.5 Until, and if, impasse is reached, all releases to the media shall be done jointly.
- 3.6 When tentative agreement is reached on an item, that agreement shall be reduced to writing, dated, and initialed by both parties.
- 3.7 The terms and conditions of employment provided in this Agreement shall remain in full force and effect unless altered by successive negotiations between the parties.
- 3.8 No official policies heretofore adopted by the Board are modified, abrogated, or amended by the Agreement except as specifically provided herein.
- 3.9 Both parties agree that negotiations will not be reopened on any item during the contract period except by written mutual consent.
- 3.10 The Board shall bear the cost and responsibility of having this agreement printed. The District will provide each Administrator with a copy of the Agreement within thirty (30) days of the ratification by both parties. The Association will provide a copy of this Agreement to any new Administrator within two (2) weeks of his/her employment.

**ARTICLE IV**  
**SAVINGS CLAUSE**

- 4.1 If any provision of this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Agreement will continue in effect.

- 4.2 This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment to this agreement.

## ARTICLE V VACATIONS

- 5.1 Building principals shall work Monday through Friday from July 1 - June 30.
- 5.2 The Chairperson of the Committee on Special Education and the Assistant Principal/Athletic Director shall work from the first day of the teachers' work year in September through June 30. They shall not work during the teachers' vacations during the school year. The Athletic Director's duties require that he complete all necessary work from August 15 through June 30 for athletic events, practices and programs to function efficiently.
- 5.3 Each Building Administrator shall have twenty (20) vacation days, non-cumulative, each fiscal year. Earned vacation time will ordinarily be taken while school is not in session. Vacation time taken while school is in session will be at the discretion of the Superintendent. Unused vacation time will be allowed to accumulate only if approved by the Board of Education in special circumstances.
- 5.4 Each building administrator shall get six (6) additional vacation days during each school year, with the following provisions:
- 5.4.1 All work must be done, as approved beforehand by the Superintendent, before days can be used.
- 5.4.2 These six (6) days shall be used only during Christmas/New Year's, February, and/or April teacher vacations.
- 5.4.3 These days are not to be used from September 1st through the opening of school or from the closing of school through June 30th.
- 5.4.4 These six (6) days are for use during each year, and do not accumulate from year to year, or pyramid onto the 20 other vacation days.
- 5.4.5 Section 5.4 shall not apply to any assistant principal who may be appointed.

**ARTICLE VI**  
**LEAVE FOR ADMINISTRATORS**

6.1 **Sick Leave**

- 6.1.1 Each bargaining unit member shall be credited with twelve (12) days in each school year for absence due to personal illness or illness in his/her immediate family. Unused days shall continue to accumulate without limitation.
- 6.1.2 In the event of serious illness or physical injury, additional leave time may be granted by the Board of Education.
- 6.1.3 Each continuing member of the unit will be given an accounting of his/her accumulated sick leave during July of each year.
- 6.1.4 Upon retirement or death while employed, each administrator or administrator's estate will receive thirty (30) dollars per day for each unused sick leave day. In addition to the above, any administrator who retires in either the first or second year of eligibility shall be paid \$6000.

In order to qualify for the early retirement benefits, an administrator must be a member for at least fifteen (15) years in the New York State Retirement System resulting from employment in the Mohawk Central School District and must have a minimum membership in the New York State Retirement System of twenty (20) years, and must notify the Superintendent one (1) full year in advance of his/her intention to retire.”

The parties further agree that this notification will be irrevocable six months prior to the actual date of retirement.

6.2 **Personal Leave**

- 6.2.1 Each building administrator shall be credited with five (5) personal leave days non-cumulative per year. The C.S.E. Chair and the Assistant Principal/Athletic Director shall be credited with three (3) personal days, which shall not be used to extend a holiday or vacation period. No reason need be given. However, it is expected that the Superintendent will be given 2 days' notice, or a reason will be requested if shorter notice is given.

6.2.2 Unused personal days shall accumulate as sick days in the next contract year.

6.3 Other Paid Leave

6.3.1 Time necessary for the performance of jury duty shall be granted with pay. An administrator who serves on a jury shall turn over to the District monies received for jury service, if any, except reimbursed meals and mileage. If the administrator is needed for three (3) hours or less in any one day, or is on call by the court, he/she will report to work for the day or the remainder of it.

6.3.2 Time necessary for appearances in any legal proceeding, including subpoenas, connected with the administrator's employment with the District, shall be granted with pay. If any remuneration is paid to the Administrator for such an appearance, he/she shall turn it over to the District, except reimbursed meals and mileage. If the Administrator is needed for three (3) hours or less in any one day, or is on call by the court, he/she will report to work for the day or the remainder of it.

6.4 Maternity, Child-rearing and Adoption

6.4.1 Sick leave, where appropriate, and up to twenty-four (24) months of unpaid leave may be used for maternity and child-rearing.

6.4.2 An administrator adopting an infant child of four (4) years old or less shall be entitled to a leave without pay to commence during the first year of de facto custody of said child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. This leave may continue up to twenty-four (24) months.

6.5 Bereavement Leave

Each Administrator shall receive up to five (5) days for each occurrence without loss of pay or deduction from other leaves and applies to the immediate family. The immediate family is described as father, mother (as well as in-laws), husband, wife, child, stepchild, stepparents, sibling, grandparents, as well as any member of the Administrator's household. Other instances of bereavement will be at the discretion of the Superintendent.

Up to three (3) days in each occurrence of death of any aunt or uncle will be granted without loss of pay or deduction from any other leave.



6.6 Leave of Absence

The Board of Education agrees to grant a leave of absence to any Administrator for up to one (1) year. The Administrator's requesting such leave will notify the Board of Education, in writing, at least four (4) months prior to the leave. Such leave will begin at the start of the school year, semester break, or during the summer. This leave can be extended by the mutual agreement of the Administrator and the Superintendent. No more than one (1) employee of the Bargaining Unit will be granted a leave of absence during the same period of time. No employee will be granted a leave for the purpose of other employment.

**ARTICLE VII**  
**PROMOTIONS, TRANSFERS, AND JOB SECURITY**

7.1 Vacancies and Transfers

Notification of administrative openings within the District will be given to the President of the Association. Applicants will be notified in writing as to the disposition of their applications as soon as final determination has been made.

**ARTICLE VIII**  
**FAIR DISMISSAL/ABOLITION OF POSITION**

- 8.1 An Administrator must be notified of dismissal in writing by March 1<sup>st</sup> of that school year.
- 8.2 In the case of a reduction in force, an Administrator must be notified by March 1<sup>st</sup> of the year his position is to be abolished. In this situation, the Administrator may be offered a position within the bargaining unit if one is available. If no administrative position is available, every effort shall be made to secure professional employment for the Administrator within the District.

**ARTICLE IX**  
**RIGHTS AND RESPONSIBILITIES OF ADMINISTRATORS**

- 9.1 An Administrator may serve as an advisor as required to the Board's negotiating team in its negotiations with other employee units. This occasional participation will only be for the purpose of obtaining the Administrator's advice and will not constitute actual negotiations on behalf of the Board. None of the duties performed in accordance with this section shall constitute a basis for "managerial"

designation under Section 201(7) of the Taylor Law.

- 9.2 Administrators shall attend all regularly scheduled Board meetings.
- 9.3 It is recognized that the Superintendent will normally require the attendance of Administrators during an emergency situation to provide administrative support and assistance as is necessary. However, in the event that the school is closed for an emergency situation caused by weather (i.e. snow, flooding, etc.) mechanical failure (i.e. loss of heat or power) or other governmental emergency, the Superintendent at his/her discretion and with specific approval may excuse Administrators from reporting without charge to leave accruals or may excuse tardiness caused by the situation.
- 9.4 A copy of the Board agenda and minutes sent or given to the Board by the Superintendent will be sent or given to each Building Principal at the same time.
- 9.5 The Building Principal shall be consulted by the Superintendent or his designee prior to actions effecting personnel or program within that building. These shall include, but not be limited to, selection of personnel, implementation of programs, and development of surveys and/or questionnaires.
- 9.6 No Administrator shall be forced to act as principal of the regional summer school. Any Administrator who elects to act as summer school principal will receive a stipend in accordance with the current practice.
- 9.7 Job Descriptions
  - 9.7.1 All job descriptions shall be reviewed as needed by the Administrator and his/her immediate supervisor.
- 9.8 Protection of Professional Reputation
  - 9.8.1 Complaints by staff members, parents of students, students, community organizations or other interested parties, which are directed towards an Administrator shall be called to the Administrator's attention as soon as possible.
  - 9.8.2 No material shall be placed in any file unless the Administrator has had an opportunity to review the material. The Administrator shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no

way indicates agreement with the contents of the material. The Administrator will

also have the right to submit a written answer to the material and his/her answer shall be reviewed by the Superintendent, initialed by him/her, and attached to the file copy.

- 9.8.3 Non-specific and/or anonymous complaints or material shall not be placed in an Administrator's personnel file.
- 9.8.4 An Administrator shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents in it. An Administrator shall be entitled to have a representative of the Association accompany him/her during the review. The Administrator's review must take place on a working day, except by mutual consent.
- 9.8.5 All discussion by the Board of Education regarding Administrator's professional employment will be conducted during executive session.

## **ARTICLE X** **EVALUATION**

- 10.1 The Superintendent and the Association shall develop mutually agreeable formal procedures for the review of the performance of all Administrators. The evaluation instrument will be given to all Administrators in advance of the first formal evaluation of the year.
- 10.2 Each administrator will meet with the Superintendent by August 31st of each year to discuss individual objectives and concerns. Minutes will be taken and co-signed.
- 10.3 The Superintendent will provide and discuss with each Administrator a written evaluation not later than May 1 of each year. The Administrator shall sign all written evaluations. By affixing his/her signature to the evaluation report, the Administrator acknowledges receipt of a copy of the evaluation, and such signature does not necessarily indicate agreement with the contents of the evaluation. The Administrator may attach a written response to be appended to the written evaluation if the Administrator wishes to do so. If made, the response must be filed with the Superintendent no later than ten (10) workdays after the date the Administrator signed the original evaluation.

**ARTICLE XI**  
**INSURANCE, ANNUITIES. AND INDEMNITY BENEFITS**

11.1.1 The health insurance plan provided will be the plan currently in effect, or a substantially equivalent plan.

11.1.2a All bargaining unit members will pay 15% of the total premium cost of either an individual or family health insurance plan.

11.1.2b All bargaining unit members will pay the same contribution rate in retirement as they paid as an active employee at the time of retirement.”

11.1.3 If the Administrators contribute a portion of their health care costs, the following will apply:

If any full-time bargaining unit employee will sign a waiver of health insurance coverage, or portion thereof, the District will pay to the employee one-half (1/2) of any premium amount saved as the result of such waiver. The payment will be made quarterly by separate check.

The waiver may be withdrawn upon thirty (30) days written notice to the Business Office. Monies paid to any individual under 11.1.2 will be adjusted pro rata.

11.1.4 A Prescription Drug Card will be available to each Administrator. The card will carry a co-payment of \$5 generic/\$10 brand name/\$0 mail order.

11.1.5 Eligible retired unit employees will continue to receive Medicare reimbursements.

11.1.6 Active administrators and their dependents will continue to be covered by the dental plan currently in effect.

11.1.7 The District shall establish a flexible-spending plan, pursuant to the IRS Regulations, to be utilized for participating employees' health insurance premium payments. The District shall expand the flexible spending plan to include deductions for dependent care and/or unreimbursed medical expenses. To the extent that such plan may utilize deductions for dependent care and/or unreimbursed medical expenses, it shall be administered by a third party mutually selected, and its operating procedures shall be jointly determined by the parties. The cost of the TPA shall be borne equally by the participating employee and the District.

Note: All unit members (payroll) contributions towards premium payments shall be made through the Flex Plan UNLESS specifically declined, in writing, with the District.

## 11.2 Change of Insurance Plan

### 11.2.1 Health and Dental Insurance

In the event that the District selects to withdraw from the current health insurance consortium plan for another, it will provide the Association with reasonable notice. The District further agrees that it will maintain the benefit level to the Association members, and that any change will provide members with benefits at a level equal to or better than current benefits.

## 11.3 Annuities

11.3.1 The District will provide payroll deductions for tax sheltered annuities.

## 11.4 Indemnity for Compensable Accidents and Injuries

11.4.1 To be eligible for Workers' Compensation or this Article, all accidents and injuries on the job, no matter how trivial they may seem, must be reported to the Business Office within fifteen (15) business days.

11.5.1 The District will provide term life insurance (equal to the individual's salary, rounded up to the nearest \$1,000) that is eligible to conversion to a whole life plan upon the administrator's retirement. This obligation is contingent upon the conversion feature of the plan costing the district no additional monies.

The parties agree that the rate of the plan cost shall be no greater than the rate paid during the 1997-98 school year. Upon retirement, the district is relieved from all obligations to pay further insurance premiums for the retired administrator.

11.6.1 Effective in each year of this contract, and expiring on June 30, 2007, an employee of this bargaining unit who has been a member of the health insurance program for at least one full school year prior to retirement, who retires and is eligible and desires to continue to participate in the District's health insurance program, would receive \$6000 upon retirement to help offset the cost of health insurance premiums in retirement.

This payment shall be made by the District on behalf of the employees as a 403(b) non elective Employer Contribution, as soon as possible after the employee's

retirement. Any amount in excess of the cap on such contributions will be paid as regular salary.

**ARTICLE XII**  
**ASSOCIATION RIGHTS**

12.1 **Dues Deduction**

12.1.1 The Board shall deduct from the salary of each Administrator, who so authorizes in writing on an agreed upon form, dues for membership in the School Administrators Association of Mohawk and shall promptly transmit the deduction to the Association.

1 2.1.2

Deduction authorizations shall continue in full force and effect until the Administrator notifies both the board and the Association in writing of his/her desire to withdraw his/her authorization. This will take effect the second paycheck after being received by the Business Office.

1 2.1.3

The Association will hold the Board harmless for any claims made with respect to the dues deduction process.

**ARTICLE XIII**  
**ACCIDENT INDEMNITY/LEGAL PROTECTION**

The Board shall provide legal counsel to defend any Administrator in any action or proceeding whether judicial, quasi-judicial or administrative, arising out of any disciplinary action taken against a student, teacher, or any subordinate within the course and scope of his employment, or arising from any act or omission occurring within the course of employment; provided, however, that the Board shall not be required to comply with the requirements hereof unless such administrator shall within ten (10) days of the time he is served with any summons, complaint, process, notice, citation, demand or pleading, deliver the original or copy of same to the Board or its designee.

**ARTICLE XIV**  
**PROFESSIONAL DEVELOPMENT**

- 14.1 The Board will appropriate monies to pay for tuition, fees, and textbooks at the SUNY rate for graduate courses taken by Administrators at duly recognized colleges or universities. Courses shall be limited to six (6) paid credits per year, and must be approved in advance by the Superintendent. Courses taken must be in the Administrator's field of employment or personnel management. It is understood that the Board will not finance a full degree program for any Administrator. The Administrator shall furnish the Board with a transcript upon completion of the course(s). There will be a limit of 18 hours in any one degree program.
- 14.2 The Board of Education shall pay the dues of each Administrator to any professional association approved by the Superintendent. Such payment shall not exceed \$500 per Administrator, per year.

**ARTICLE XV**  
**SALARIES**

- 15.1 Increase salaries for returning bargaining unit members as follows:
- |           |       |
|-----------|-------|
| 2007-2008 | 4.75% |
| 2008-2009 | 4.75% |
| 2009-2010 | 4.75% |
- 15.2 Administrators will receive the following longevity payments as soon as they meet the following eligibility requirements:
- |  |       |
|--|-------|
| At the completion of 10 years of service to the District | \$500 |
| At the completion of 20 years of service to the District | \$500 |

Longevity payments will be added to the base salary in July 1 of the qualifying year before salary increases for the following year are calculated.

**ARTICLE XVI**  
**GRIEVANCE PROCEDURE**

16.1 Declaration of Policy

It is the policy of both the Board and the Association that an early and informal settlement of grievances provides a more harmonious and cooperative relationship between the Board and the Administrators. Thus, informal resolution of



grievances is encouraged. However, where an informal resolution is not possible, both parties assert that the following grievance procedure is available without any fear of discrimination, interference, coercion, restraint, or reprisal.

16.2 Definitions

16.2.1 "Grievance" shall mean any dispute or controversy concerning an alleged violation of this contract.

16.2.2 "Grievant" means the party named as the aggrieved; this can be the Association.

16.2.3 "Party-in-interest" means any party named in a grievance who is not the aggrieved party, including the Association.

16.2.4 "Hearing Officer" means any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.

16.2.5 "Days" means calendar days.

16.3 Rules of Procedure

16.3.1 The Board and the Association agree to facilitate any investigation which may be required and to make available any and all non-privileged material and relevant documents, communications and records at the request of the other party.

16.3.2 The grievant may call witnesses on his/her own behalf, and the Board will make available such witnesses who are in the employ of the Board.

16.3.3 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Board or by any member of the administration against the grievant, any party-in-interest, any representative or any other participant in the grievance procedure or any other person by reason of the grievance or his/her participation in it.

16.3.4 The Superintendent shall be responsible for accumulating and maintaining on each grievance the grievance file, which shall consist of any written communications relevant to the grievance. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant, nor shall there be any allusion to the grievance in the grievant's personnel file. This file shall be available for copying by the grievant, the Association or the Board, but it shall not be deemed a public record.

- 16.3.5 Nothing in this procedure shall be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall be given the opportunity to be present at such adjustment and to state its views on the grievance before the adjustment becomes final. Any grievance that is adjusted without formal determination pursuant to the procedure shall not create a precedent binding on either of the parties to the Agreement.
- 16.3.6 The existence of this procedure shall not be deemed to require any Administrator to pursue the remedies here provided, except as may be required by law, and shall not, in any manner, impair or limit the right of the Administrator to pursue any other legal or appropriate remedies.
- 16.3.7 The grievant may choose whomever he/she wishes to represent him/her at any step, except that the representative may not be an official of a competing employee organization.
- 16.3.8 Since it is important to good relations that grievances be processed as rapidly as possible, every effort shall be made by all parties to expedite the process. Time limits specified for either party should be viewed as 'outside limits', and shall be extended only by mutual consent.
- 16.3.9 Failure at any step to communicate a decision to the grievant and the Association within the time limit shall permit the lodging of an appeal at the next step of the procedure.

#### 16.4 Procedure

##### 16.4.1 Step 1: Superintendent - Informal

The aggrieved Association member shall orally present his/her grievance to the Association president (or designee) who shall discuss the grievance with the aggrieved member. The Association member and the president (or designee) shall upon initial consultation determine whether the grievance should be presented to the Superintendent of Schools.

If an Administrator feels that he/she has a grievance, he/she will discuss it with the Superintendent either directly or through an Association representative with the objective of resolving the matter informally. The request for this meeting

with the Superintendent must be within thirty (30) days of when the grievant knows or should have known of the grievance.

If the Superintendent has not met with the grievant within fifteen (15) days of the grievant's request, the grievant may take the grievance to Step 2.

#### 16.4.2 Step 2: Superintendent - Formal

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent within twenty-one (21) days of the meeting at Step 1 or the end of the fifteen (15) days. Within five (5) days after the written grievance is presented to him/her, the Superintendent shall, without any further consultation with the aggrieved party, or any party-interest, give his/her decision and reasoning. If there has been no informal meeting at Step 1, the Superintendent shall call one and make his/her decision within five (5) days of that meeting.

#### 16.4.3 Step 3: Board

##### 16.4.3.1

If the Grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board within 14 days after the Superintendent has given his/her decision.

##### 16.4.3.2

Within fourteen (14) days after the receipt of an appeal, the Board or a sub-committee of the Board shall hold a hearing on the grievance. The hearing shall be in executive session unless the grievant requests that it be open.

##### 16.4.3.3

The Board or sub-committee of the Board shall give its decision, with reasoning, within seven (7) days after the conclusion of the hearing.

#### 16.4.4 Step 4: Advisory Arbitration

##### 16.4.4.1

If the Association is not satisfied with the Board's decision at Step 3, it shall have fifteen (15) days to appeal the grievance to arbitration by notifying the Board of Education to that effect. The notice shall include a brief statement setting forth precisely the issue to be decided by advisory arbitration and the specific provision

of the agreement involved.

16.4.4.2

The American Arbitration Association will be the tribunal administrator.

16.4.4.3

Within ten (10) days after the written notice of submission to advisory arbitration, the Board and the grievant shall decide on a mutually agreeable arbitrator, or will agree to select an arbitrator from the AAA's list.

16.4.4.4

If the AAA's list is used, a designee of the Superintendent and of the Administrators Association shall strike names from the list until one ultimately is designated as the arbitrator.

16.4.4.5

The arbitrator shall hear the matter promptly and issue a 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 are submitted. The arbitrator's recommendations shall be in writing and shall set forth findings of fact and recommendations on the issues submitted. The arbitrator shall have no authority to make recommendations which alter, add to, or detract from the provisions of this agreement. The recommendation of the arbitrator shall be of an advisory nature and shall not be binding upon the grievant, his or her representative or upon the board.

16.4.4.6

The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the school board and the Administrators' Association.

**ARTICLE XVII**

**LEGISLATIVE-APPROVAL REQUIREMENT OF TAYLOR LAW**

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 ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XVIII**  
**REIMBURSEMENT FOR PROPERTY DAMAGE**

In the event that a third party causes property damage to an administrator's property in, but not limited to, an intentional or reckless act or retaliation for any of the administrator's actions, the Board of Education agrees to consider reimbursement for such damage. Reimbursement will be from an amount of \$1,000 which the District will set aside for the life of this contract. Should this pool of funds be depleted, employees will not have recourse to additional reimbursement by the District. Approval for reimbursement will be at the discretion of the Superintendent and based upon his/her determination that the damages were job related and other insurance including that of the employee was not available to cover the expenses. This item sunsets on June 30, 2010 unless the parties mutually agree to its extension.

**ARTICLE XIX**  
**MILEAGE REIMBURSEMENT**

The administrators shall be entitled to be reimbursed for mileage at the rate of \$0.31 per mile for travel under the existing policy.

**ARTICLE XVIII**  
**DURATION**

This contract shall be effective as of July 1, 2007, and shall continue in effect through June 30, 2010.

**FOR THE DISTRICT**

**FOR THE ASSOCIATION**

Joseph M. Caputo

DATE: 12-4-07

Colleen M. Peters

DATE: 12-04-07

## Addendum

### **403(b) Non-elective Employer Contribution**

The undersigned parties hereby agree as follows:

1. Notwithstanding Section 209-a of the Civil Service Law, this Memorandum of Agreement shall be effective immediately upon its signing by the parties, and shall be an addendum to the current collective bargaining agreement and shall expire with the expiration of the current collective bargaining agreement on June 30, 2010, unless the parties specifically agree in writing to extend it.

2. Remittance

The employer agrees to make a non-elective employer contribution for those members of The School Administrators' Association of Mohawk who retire under the terms of Article 6.1.4 and 11.6.1 of the 2003-2007 Collective Bargaining Agreement, for the amount the employee is entitled to under the Terminal Incentive in Form of Non-Elective Employer Contribution. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 30 days of retirement.

3. 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.

4. Contribution Limitations - In any applicable 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) account, 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 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
- 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<sup>1</sup>, and for all members in the New York State Employee's Retirement System 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. 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 the following 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*.

---

<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 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 members.

5. 403(b) Accounts -Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
6. Tier 1 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.
7. 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.
8. This MOA shall further be subject to the approval of the 403(b) Provider, 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. Any 403(b) provider will agree to defend, indemnify and hold harmless the District for any potential liability arising for the provider's acts or omissions with respect to the 403(b) program, except for that which is due to the fault of the District or its employees.
9. Both the Employer and the Employee shall provide accurate information to the 403(b) Provider regarding the employee's Elective, the Employer Non-Elective Contributions, and the amount of the employee's compensation.

For the School Administrators' Association  
Of Mohawk

Colleen M. Waters

Date 12-04-07

For the Mohawk Central School  
District, Board of Education

Joseph M. Caputo

Date 12-04-07



