

**AGREEMENT BETWEEN**

**MAMARONECK BOARD OF EDUCATION**

**and the**

**ASSOCIATION OF SCHOOL ADMINISTRATORS**

**July 1, 2011 through June 30, 2016**

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### APPENDICES

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AGREEMENT BETWEEN

MAMARONECK BOARD OF EDUCATION

and the

ASSOCIATION OF SCHOOL ADMINISTRATORS

AGREEMENT between the Mamaroneck Board of Education ("Board") and the Association of School Administrators ("Association") for the period of July 1, 2011 through June 30, 2016 continuing thereafter until either side requests renegotiation.

The Board recognizes the important contributions of the administrative staff to the quality of Mamaroneck Public Schools. Therefore, the Board adopts the following terms and conditions of employment for administrative purposes.

ARTICLE I – RECOGNITION CLAUSE

The Board of Education of the Mamaroneck Union Free School District of the Town of Mamaroneck, New York recognizes the Association of School Administrators, the recognized union, as the employee organization representing personnel with the following specific titles: High School Principal, Middle School Principal, Elementary Principal, Director of Special Education, Director of Health, PE & Athletics, Director of Technology, Secondary Assistant Principal, Assistant Director of Special Education, and Elementary Assistant Principal employed by the School District pursuant to Chapter 392 of the Laws of 1967 of the State of New York conferring upon said Association the rights accompanying recognition set forth in Section 208 of said statute, providing that unchallenged representation status under the Act is hereby conferred subject to and in accordance with the Taylor Law.

ARTICLE II – BENEFITS

1. Health Insurance Premium Contributions

The Board of Education offers individual or family coverage, whichever applies, to all qualified employees and their dependents.

a. Active Employees

Employee health insurance premium contributions shall be as follows:

School Year	Health Insurance Contribution Rate	Prescription Contribution Rate
2011-2012	7%	0%
2012-2013	7%	0%
2013-2014 (7/1/13)	8%	6%
2014-2015 (7/1/14)	11%	8%
2015-2016 (7/1/15)	13%	10%

b. Retired Employees Premium Contributions

Effective October 29, 2008, Retirees shall continue to contribute to the health insurance plan at the percentage of the premium in place at the time of their retirement from the District. Said eligibility is contingent upon the retiree providing at least ten (10) years of service to the District and thereafter retire from the District and into the New York State Teachers' Retirement System. Retirees shall continue to be eligible for basic Medicare reimbursement as per State and Federal regulations.

c. The parties agree to continue discussions in a committee to be chaired by the Assistant Superintendent for Business Operations and the Assistant Superintendent for Student Support Services, Personnel and Administration regarding changes to the health insurance plan.

2. Dental/Welfare Fund

During the life of this Agreement, the District shall make the following contributions to the Dental/Welfare Fund:

2012-2013 - \$1,425

2013-2014 - \$1,450

2014-2015 - \$1,475

2015-2016 - \$1,500

3. Annuity Plan

Administrators will be eligible to participate in a tax sheltered "Annuity Plan" established pursuant to the Internal Revenue Service Code.

4. Compensation for Injuries in Line of Duty

When an administrator is absent from her/his duties as a result of personal injury caused by an accident incurred in the course of her/his employment under circumstances entitling her/him to benefits under the Workers' Compensation Law of New York, the employee shall receive full compensation from the School District, less the amount paid under the Workers' Compensation provisions and the employee's full pay provisions shall not be deemed a part of, but shall be in addition to, the sick leave provided for in the regular sick leave plan for a period up to three (3) school years.

Full pay coverage shall extend for a maximum period of three (3) years or during that period in which it is held that the injury is compensatory under Workers' Compensation laws, whichever is shorter. The determination of the Workers' Compensation Board that the disability has terminated shall be conclusive.

5. Retirement Recognition Plan

Members of the unit shall be entitled to a retirement allowance of 25% of their last year's base salary, including longevities, provided they meet the following conditions:

- a. They have a minimum of fifteen (15) years of service in the District; and
  - b. They are 55 years or older at the time of their retirement; and
  - c. They provide written notice of retirement no later than January 15<sup>th</sup> to be effective the first payroll period of the following July; and
  - d. They retire as of the first payroll period of July.
- Such payments shall be made in a lump sum in the first payroll period of July.

Letters of resignation for the purposes of retirement shall be irrevocable.

Any unit member hired after November 5, 2013 shall not be entitled to the aforementioned Retirement Recognition Plan. For example, a teacher who was eligible for the Retirement Recognition Plan as a teacher, who is hired as a unit member after November 5, 2013, would not be eligible for the Plan. An assistant principal hired before November 5, 2013 promoted to another unit position after November 5, 2013, would remain eligible for the Plan.

### ARTICLE III – LEAVES

#### 1. Child Care Leave

- a. Administrators will be granted pregnancy/child care leave upon written application. The parties also recognize that such Administrators are required to give notice of their condition. Accordingly, an Administrator intending to file an application for pregnancy/child care leave, will give the Board ninety (90) days' notice in advance of the requested commencement date of the leave, unless medical circumstances require shorter notice.

An administrator who takes a pregnancy related leave must be permitted to take advantage of sick leave entitlement to the same extent that would be the case were she suffering from some other physical disability. The Administrator may exhaust cumulative sick leave during the period of actual disability. A medical certificate of the Administrator's physical condition may be required and the Board may require its own medical evaluation.

Child care leave without pay and benefits will be granted to male and female Administrators for a period not exceeding the balance of the school year in which the birth of child, adoption, or other termination of the pregnancy occurred, plus one school year.

#### 2. Personal Leave

- a. Authorized absences for other than personal illness or illness in the immediate family shall be, in general, limited to five (5) days in any school year. Administrators shall generally specify the reasons for the request to the extent that the reasons will not divulge confidential information. Administrators may apply for additional time to the Superintendent.

Effective November 5, 2013, personal leave may only be used for personal business that cannot be accomplished at any time other than during work hours.

Examples include:

1. Closing title in the context of the sale or purchase of a home;
2. Moving from one residence to another;
3. Required appearance at any legal proceeding;
4. Required appearance at any state, county or federal office;
5. Visiting a college when first matriculating a son or daughter;
6. Attending the college graduation of a son or daughter;
7. Attending the wedding of a member of the immediate family--  
"immediate family" shall be defined as mother, father, sister,  
brother, son, daughter;
8. Marriage of the employee;
9. Birth of a child;
10. Observance of established religious holidays as required by  
the obligations of one's faith;
11. Attendance at a professional meeting;
12. If emergency circumstances beyond an employee's control,  
such as impassable roads and unavailable transportation,  
deprive an employee of any means of reaching school, his  
absence may be excused, and he is asked to notify the  
Office of the Superintendent of Schools between 8:00 a.m.  
and 8:30 a.m.;
13. Illness in the immediate family – "immediate family" shall be  
defined as mother, father, sister, brother, son, daughter,  
spouse (of employee or spouse);
14. Doctor's appointment.

3. Bereavement Leave

- a. Administrators shall be eligible for five (5) days for each death in the unit member's immediate family, which consists of husband, wife, son, daughter, brother, sister, mother, father, or person in loco parentis of the Administrator or his/her spouse. Administrators may apply for additional time to the Superintendent.

4. Sick Leave

- a. Members of the Association hired prior to September 1, 2004 shall be credited with a total accumulation of three hundred (300) days of sick leave, to be used by said unit member for personal illness during his/her employment with the District, effective January 15, 2008. Said unit members shall not be eligible to receive any other sick days for use during their employment with the District, other than the award of sick bank days to a unit member, pursuant to this

Agreement, in the event of a long-term, catastrophic illness and/or injury.

Members of the Association hired after September 1, 2004 shall be credited with sick leave accumulation in accordance with the following subparagraphs. The Association and its members herewith agree to cooperate with the District with respect to determining the number of sick leave days utilized by unit members who were hired on or after September 1, 2004.

- i. For those administrators who have prior service as teachers in the district, they shall be credited with their sick leave accumulation earned as teachers and, thereafter, shall earn 19 days per year as an administrator. The maximum accumulation shall be 205 days.
- ii. For those administrators who do not have prior service as teachers in the district, they shall be credited with 30 sick days in each of their first two years and, thereafter, shall earn 19 days per year as an administrator. The maximum accumulation shall be 205 days.

Members of the Association hired on or after July 1, 2013 shall be credited with twelve (12) sick days at the commencement of their employment. Thereafter, said Association members shall accrue one (1) sick leave day per month for a total of twelve (12) sick leave days per year. Association members shall be permitted to accumulate unused sick leave up to a maximum of 205 days.

#### 5. Sick Leave Bank

- a. A sick leave bank shall be established to provide for income protection for members of the Association in the event of a long-term catastrophic illness and/or injury. Unit members shall be required to exhaust their accumulated sick leave prior to making application to the sick leave bank for sick bank days.
- b. Participation in the sick bank shall be mandatory for all unit members.
- c. Initially, the sick bank will consist of a total of one hundred (100) days. The initial funding of said sick bank shall be as follows:
  - i. Fifty (50) days contributed by the Association. All unit members shall be required to contribute sick leave days to the sick bank on a pro-rata basis to reach the fifty (50) day contribution requirement set forth in this agreement; and



- ii. Fifty (50) days contributed by the District. Thereafter, the sick bank shall be funded solely through contributions from members of the Association.
- d. The sick bank will be administered by a committee consisting of two members from the District and two members from the Association.
- e. All applicants must submit a medical certificate substantiating the applicant's illness and certifying that the illness and/or injury is long term or catastrophic in nature. The committee shall subsequently determine the sufficiency of proof regarding whether the employee is suffering from a long term, catastrophic illness and/or injury by a majority vote of the committee. The committee shall also be authorized to require the applicant to undergo an evaluation to determine the applicant's eligibility for sick bank days. Any and all decisions of the committee shall be final and binding and shall not be subject to the parties' grievance procedure. In the event the committee is unable to reach a majority determination, the sufficiency of proof regarding whether the employee is suffering from a long-term, catastrophic illness and/or injury shall be determined by a licensed physician mutually agreed upon by the District and the Association. The physician's determination shall be final and binding and shall not be subject to the parties' grievance procedure.
- f. Unused days may be left in the sick bank each year to accumulate to a maximum of two hundred (200) days.
- g. Should the total days in the sick bank fall below one hundred days (100) during the course of the school year, the sick bank will be replenished solely through the contributions of members of the Association on a pro-rata basis, to ensure that at least 100 days are available for use during the course of any given school year.
- h. The Committee is authorized to grant no more than thirty (30) sick bank days for any one (1) unit member. Should a unit member require more than thirty (30) sick bank days, he/she must reapply to the committee.
- i. Applications for use of sick bank days beyond the school year in which the application is made shall not be approved. A unit member whose illness extends to the following school year must reapply to the sick bank the following school year in order to be eligible for consideration of sick bank days for said school year.

- j. The District shall account for attendance and sick leave accumulation of Association members in accordance with procedures to be established by the Assistant Superintendent for Student Support Services, Personnel and Administration.

#### ARTICLE IV – DISABILITY and LIFE INSURANCE

1. Long Term Disability Coverage equivalent to the present coverage provided in the First Unum Life insurance Co. Policy, including the heretofore negotiated insurance transfer package. To the extent that the Administrators are out of work for personal illness and are eligible for the District's long term disability coverage, Administrators are required to access that coverage. The District shall pay the difference between the insurance coverage and the regular salary for the balance of the available sick leave.
2. A term Life Insurance Plan for one and one-half (1½ x) times the administrators' annual salary to the nearest \$1,000. Administrators have the option to purchase additional insurance with the cost to be borne by Administrator. (Restricted to limits of insurance provider.)

#### ARTICLE V – TUITION REIMBURSEMENT

In each year of the Agreement, the District shall allocate \$5,000 for a tuition reimbursement plan for members of the Unit. The percentage of such funds allocated for the Fall semester, Spring semester and Summer semester shall be mutually agreed upon by the parties.

Members of the unit shall submit their requests for such funds to the Superintendent or his/her designee by June 15<sup>th</sup> for the Fall semester, by November 15<sup>th</sup> for the Spring semester and by April 15<sup>th</sup> for the Summer work. Such requests shall include a complete description of the coursework and how it will benefit the administrator in the performance of his/her duties in the District. Approval of such coursework shall be at the sole discretion of the Superintendent, provided, however, that no more than six (6) credits per year may be taken by any member of the unit, or \$1,000 per year shall be reimbursed to any one member of the Unit.

#### ARTICLE VI – 403-b CONTRIBUTIONS

1. The Board of Education will make a one-time transfer of monies presently existing in each unit member's individual "Benefit Fund" account, as set forth in the attached Exhibit "B", into an Internal Revenue Code Section 403(b) account as may be selected by the unit member pursuant to the provisions of paragraph 3 and 4 of this Article V.

2. The Board of Education will make an employer non-elective, non-discretionary contribution in a sum equal to  $\frac{1}{2}$  of 1% of the total cost for administrative salaries for the contract year, subject to the limitations of Internal Revenue Service Code section 415, and as applicable to Internal Revenue Service Code Section 403(b) plans under Code Section 403(b)(1) and 403(b)(3). Commencing with the 2014-15 school year, the Board of Education will make an employer non-elective, non-discretionary contribution in a sum equal to 1.25% of the total cost for administrative salaries for the contract year, subject to the limitations of Internal Revenue Service Code section 415, and as applicable to Internal Revenue Service Code Section 403(b) plans under Code Section 403(b)(1) and 403(b)(3). The parties herewith acknowledge that said sum shall be based upon the number of unit members employed by the District as of January 1<sup>st</sup> of each school fiscal year. For each year in which such contribution is made, said monies shall be distributed among unit members participating during the year of contribution. Specifically, each unit member shall receive a sum equal to either  $\frac{1}{2}$  of 1% or 1.25% of his/her base salary for the contract year. In the event a contribution to a unit member's plan would cause the unit member to exceed the contribution limitations applicable to his/her plan account said excess monies shall be paid directly to the unit member as salary, subject to any and all applicable taxes. Unit members must have received compensation during the year of contribution in order to be eligible for this provision. The employer non-elective, non-discretionary contribution will be made in accordance with the school fiscal year.
3. The non-elective employer contributions, as specified above, shall be contributed to such Code Section 403(b) account as may be selected by the unit member pursuant to all of the terms specified herein. If a unit member does not designate a Code Section 403(b) account, or if the account so designated will not accept an employer non-elective contribution for any reason, then the District shall deposit the contribution, in the name of the unit member, into an account established with a Code Section 403(b) provider that will accept such contribution. Each unit member shall notify the District in writing of the total elective contributions, if any, made by such individual to any Code Section 403(b) account, other than with respect to contributions made as an employee or former employee of the District, for any plan year in which a District contribution is to be made. Such notification shall be provided no later than thirty (30) days prior to the required date of the contribution.
4. The Association acknowledges that the District has made no representation to the Association or its members as to the position of the Internal Revenue Service (IRS) or the Courts regarding the taxability or tax-deferred nature of the non-elective employer contribution provided

hereunder or as to the position of the TRS regarding whether these contributions will be included in the member's final average salary. The District shall fulfill any applicable legal obligations in processing and reporting these contributions to the TRS. In this regard, the Association and its members shall be responsible for their own liabilities to the extent that the Internal Revenue Service, the Courts or the TRS either re-characterizes or denies the intended treatment or characterization of the contribution and further shall hold the District harmless if either of such events shall occur. The terms of the within provision shall be deemed incorporated into the existing 403(b) plan without further amendment of the plan itself.

#### ARTICLE VII – STAFF DEVELOPMENT

A staff development fund of \$10,000 per year will be provided for the life of this Agreement. This fund will allow Unit members to attend professional conferences or staff development activities approved by the Superintendent of Schools. Such approval should not be withheld unreasonably.

1. Each unit member may apply for an amount of up to \$2,000 per year to attend a professional conference of staff development activity of up to five (5) school days in length.
2. In the event of a conflict, preference will be determined by length of service in the District.
3. Beyond the first year of the Agreement, requests for participation must be made to the Superintendent of Schools on the appropriate form by no later than September 1 for attendance during the first semester and by no later than February 1 for attendance during the second semester or summer. During the first year of the Agreement, requests should be made no later than April 15. The dates may be waived by mutual written agreement of the parties.
4. Once a unit member has participated in the staff development program, he/she will not be eligible for further participation until all unit members have had the opportunity to participate. The intention is for every member of the Unit to participate in this staff development program at least once during the life of the Contract.

If, in any year, the full \$10,000 is not expended, the monies not expended will be carried over to the next school year. A committee of Unit members will meet and recommend to the Superintendent of Schools how the carryover funds should be used. Such uses are to be directly related to supporting the professional development of the unit members. A recommendation should be made to the

Superintendent by no later than July 15 regarding carryover funds from the previous school year.

ARTICLE VIII – SALARY

1. Members of the Unit shall be paid according to the attached salary schedules and corresponding title. (Appendix "A").

The schedule will increase as follows:

2011/12	=	0%
2012/13	=	0%
2013/14	=	0%
2014/15	=	2%
2015/16	=	2%

Increment movement for the 2013-14 and 2014-15 schools years shall be frozen. Commencing on July 1, 2015, Unit members shall progress to his/her next applicable step. For example and example only, if a Unit member is on Step 3 as of June 30, 2013, he/she shall remain at Step 3 until July 1, 2015 when he/she shall move to Step 4.

In addition to the above, a one-time payment of \$1,000 shall be granted to those unit members who were on the top step of the salary schedule and did not receive increment during the 2012-13 school year. Said one-time payment shall not be added to base wages.

2. Any new administrator employed on or after July 1, 1997 shall be placed on the appropriate schedule as agreed to between the new administrator and the Board and after discussion with the Association.
3. Those administrators appointed during the school year shall have his/her salary prorated accordingly.
4. When an Assistant Principal assumes responsibility for a Principal for 25 consecutive workdays between September 1 and June 30, the Assistant Principal will receive \$50 a day from the 26<sup>th</sup> day onward until the end of such coverage. Effective July 1, 2013, this paragraph shall be deemed null and void.

A committee shall be convened consisting of Association and District representatives to discuss the provision of appropriate compensation or support in the event of an administrator's extended absence. Such discussions shall take place in a timely manner upon the request of either party on a case by case basis.

5. All unit members shall receive an annual "summer stipend" in the amount of \$1,500, commencing on July 1, 2009. Each year thereafter, said

stipend shall be increased by the negotiated percentage increase to wages.

6. In the event the District seeks to:
  - a. change any of the titles covered under the Recognition Clause; or
  - b. change the job description for a particular title covered under the Recognition Clause; or
  - c. abolish or create a position covered under the Recognition Clause.

Said actions will be discussed with the Association prior to implementation.

7. Directors hired prior to November 5, 2013, will continue to be paid upon their current schedules. Directors hired after November 5, 2013, shall be paid on the Director of Special Education schedule, which will be re-labeled the Director Schedule.

#### ARTICLE IX – LONGEVITY

For administrators appointed effective July 1, 1998 and, thereafter, there will be three longevity steps. Administrators will be granted these longevity increases at the beginning of their 10<sup>th</sup>, 15<sup>th</sup> and 20<sup>th</sup> years. Administrators who have served at least five (5) years as an administrator in the District shall receive up to three (3) years of service credit towards longevity based upon years of service as an administrator in another public school district.

For administrators employed in the District prior to July 1, 1998, longevity shall be provided at the 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> and 25<sup>th</sup> years of service. The longevity amounts are reflected in the attached schedules.

Eligibility criteria for District teachers who thereafter are employed as administrators:

District teachers who thereafter become administrators shall have his/her total years of service in the District credited for purposes of longevity. For example, if an employee was working at the District as a teacher prior to his/her appointment to the new administrative position, then the total years of teaching service with the District will be credited towards longevity. Effective November 5, 2013, this paragraph shall be deemed null and void.

## ARTICLE X – MISCELLANEOUS

1. No additional stipends or salary adjustments may be given to any administrator represented by the Association without prior approval from the negotiating Committee of the Association and the Superintendent of Schools.
2. The guidelines below shall be followed when members of the Administrators' Unit will not be in their building on a day when an administrator is scheduled to work.
  - a. If an administrator utilizes sick leave, this shall be reported to the Superintendent's office.
  - b. If an administrator will be out on a scheduled work day for a reason which cannot be charged to sick leave, he/she shall consult with the Superintendent with regard to such request at least two (2) weeks in advance, where possible.
  - c. If an administrator is scheduled to work, but is out of hi/her building, the building secretary shall know ere the administrator is, and how he/she may be reached in the event of any emergency.
  - d. The twenty-two (22) work days required in July and August shall include the last eight (8) working days in August. The Superintendent's office shall be notified no later than June 1<sup>st</sup>, on a form provided by the District, for the remaining days to be worked in July and August.
3. Work Year
  - a. The parties herewith agree to codify and define the work year for Unit members, e.g. the work year shall be defined as the period of September 1 through June 30, with teacher holidays and recesses plus twenty-two (22) work days during July and August as defined below.
  - b. Effective July 1, 2009, two (2) days shall be added to the work year for all unit members, thereby increasing the summer work days from twenty (20) to twenty-two (22). The Superintendent shall have the right to schedule up to five (5) of the twenty-two (22) days during the first two weeks in July (meaning during the first ten (10) working days in July), provided the Superintendent gives notice no later than April 15. Additionally, the last eight (8) work days in August shall be required work days. The Superintendent's office shall be notified no later than June 1<sup>st</sup>, on a form provided by the District, of the remaining days to be worked in July and August.

- c. Notwithstanding the foregoing, those administrators who work summer days beyond those required by the contract shall be granted compensatory days off. A maximum of two (2) compensatory days off may be used by unit members during the academic school year. Both the request to work the extra days and the request to utilize the days during the school year shall be subject to the advance approval of the Superintendent of School. Said approval shall not be unreasonably withheld. There shall be no accumulation, nor payment for said days. In the event said days are not used during the following academic school year (September 1<sup>st</sup>-June 30<sup>th</sup>), said days shall be lost.

4. Labor/Management Committee

A meeting will be conducted in January of each year with the Superintendent, a liaison committee of three Board of Education members and three members of the Association for purposes of improving communication.

## ARTICLE XI- GRIEVANCE PROCEDURE

### 1. DEFINITIONS

- a. A "Grievance" shall mean a claim by a unit member or members that, as to her/him or them, there has been a violation or discriminatory application of the provisions of this Agreement or those existing Board policies related to salaries, hours, and working conditions of the unit members except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or rule or regulation having the force or effect of law, or (2) the Board is without authority to act.

All grievances shall be submitted within sixty (60) days of the date of the alleged violation or the date the grievant should have reasonably known of the alleged violation, or the grievance shall be deemed waived and barred and outside the scope of this procedure. The fact that an administrator's grievance is ruled untimely shall not be deemed a precedent or waiver with regard to another administrator's grievance which is timely, even if such grievance is on the same topic.

- b. "Party in interest" shall include the aggrieved person and any person who might be required to take action or against whom it is required to take action in order to resolve a grievance.

### 2. PURPOSE



- a. The purpose of this procedure is to secure equitable solutions at the lowest possible administrative level to the disputes which may arise as to matters set forth in paragraph 1(a).
- b. Nothing herein contained 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 having her/his grievance adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall have the opportunity to be present and to state its views at any level in the Grievance Procedure beyond Level One.

### **3. FORMAL PROCEDURE**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The limits specified may, however, be extended by mutual written agreement.

#### **a. Level One**

An aggrieved person shall first present her/his grievance, in writing or orally as she/he may choose, to the Superintendent and/or his/her designee with the objective of resolving the matter informally at which time the aggrieved person:

- i. May discuss the grievance personally and alone, or
- ii. May be accompanied, at her/his request, by the Association's representative, or
- iii. May request that the Association's representative act on her/his behalf.

Such meeting will take place within twenty (20) school days after receipt of the written grievance by the Superintendent.

#### **b. Level Two**

If the Association is not satisfied with the disposition of the grievance at level One, or if no decision has been rendered, the Association may request, within ten (10) days, a review of the

matter by the Board of Education. Any determination made by the Board shall have no bearing upon the Board's right to accept, reject or modify an advisory arbitration award made by an arbitrator at Level Three.

**c. Level Three**

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within thirty (30) school days after the grievance has been heard by the Board, the aggrieved party may, within (10) school days after the date of the Board's decision or thirty (30) school days after the grievance was heard by the Board, whichever is later, request to submit the grievance to advisory arbitration. The parties shall mutually select the Arbitrator. If the parties cannot agree upon an Arbitrator, the Arbitrator shall be selected pursuant to the rules of the American Arbitration Association. The Arbitrator shall have authority to hold hearings and make procedural rules not inconsistent with this Agreement.

Such hearings shall be held as promptly as practicable after the aggrieved person's request for arbitration, and she/he shall issue her/his decision within a reasonable time after the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and evidence are submitted to her/him. Her/his decision shall be in writing and shall set forth her/his findings of fact and her/his award. The arbitrator shall be without power or authority to alter, amend or modify any of the terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement or the rules or regulations of the Board which were in existence upon the effective date of this Agreement or which were promulgated thereafter but are not inconsistent with the terms of this Agreement. The decision of the Arbitrator shall be advisory to the Board, the Association and the aggrieved person and to the parties in interest, if any. The Board and the Association shall notify one another in writing within thirty (30) calendar days of the award whether the party accepts the advisory award.

The cost of the service of the Arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

## ARTICLE XII- MENTORING PROGRAM

Commencing with the 2008-2009 school year, a mentoring program for Administrators shall be established, which program shall be modeled after the Teachers' mentor program. In order to effectuate said program, a committee shall be established of equal representation to determine criteria and job responsibilities for the mentor, including training requirements. Said committee shall be established on or before January 1, 2009. It shall be within the Superintendent's sole discretion to determine whether a mentor is necessary for a particular Administrator. It shall also be within the Superintendent's sole discretion to select the mentor for a particular mentee. Such mentor(s) selected by the Superintendent shall receive an annual stipend in the amount of \$1,200.

## ARTICLE XIII - TUITION FREE ENROLLMENT OF CHILDREN OF PROFESSIONAL STAFF

Non-resident administrators appointed July 1, 1998, and thereafter, will pay tuition of \$500 per child, per year, for each child attending school in the district. Non-resident administrators appointed prior to July 1, 1998, may enroll their children in the district tuition free.

"Beginning July 1, 2008, Administrators residing outside the School District who are hired effective July 1, 2008, or thereafter, will have the opportunity to enroll their children in the Mamaroneck Union Free School District at a rate of \$5000 per child per year, provided that there is space available, provided that the Administrator will be responsible for transportation arrangements, and provided that the student(s) can be accommodated."

## ARTICLE XIV – 457 PLAN

Effective October 29, 2008, the District shall establish an IRC § 457 Plan for Unit members, provided such Plan is at no additional cost to the District.

## ARTICLE XV

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

## ARTICLE XVI

The Board and the Association agree that complaints regarding pedagogy and/or administrative/supervisory practices that do not constitute misconduct pursuant to Education Law §3020-a are best handled and resolved as close to their origin as possible. The proper channeling of complaints will be as follows:

1. Administrator
2. Appropriate Central Office Administrator
3. Board of Education

If a parent, student, staff or other fails to follow this procedure, and a complaint regarding pedagogy and/or administrative/supervisory practices that do not constitute misconduct pursuant to Education Law §3020-a is made to someone other than the administrator, said complaint will not be validated unless it is brought to the attention of the administrator.

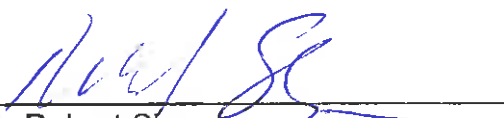
Any verbal or written complaint that the district formally intends to use against the administrator by:

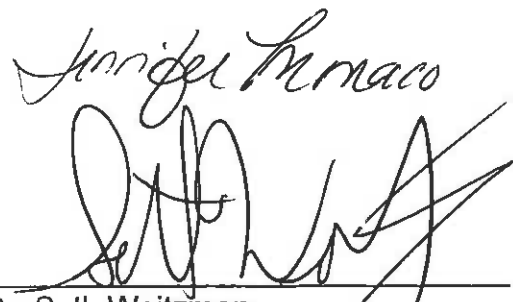
1. including or referencing same as part of the APPR evaluative process; and/or
2. including or referencing same as part of the unit member's personnel file;

must be presented to the administrator, either verbally, or in the case of a written complaint, in writing, with the name of the complainant within thirty (30) calendar days.

Dated: 9/9, 2014

For the Mamaroneck U.F.S.D.

  
\_\_\_\_\_  
Dr. Robert Shaps  
Superintendent of Schools

  
\_\_\_\_\_  
Dr. Seth Weitzman  
President  
Association of School  
Administrators

**ADMINISTRATORS' SALARY SCHEDULE**

7/1/2011-6/30/2012

0.0%

Step	A High School Principal	B Middle Sch. Principal/Director of Admin. Tech.	C Elem Principal	D Dir of Health, Phys. Ed. & Athletics	E Sec Asst Principal	F Elem Asst Principal	G Director of Spec. Ed.
1	\$133,452	\$127,384	\$121,320	\$112,991	\$107,839	\$97,158	\$117,156
2	\$140,866	\$134,461	\$128,060	\$119,270	\$113,830	\$102,557	\$123,665
3	\$148,280	\$141,541	\$134,801	\$125,546	\$119,821	\$107,955	\$130,174
4	\$152,057	\$144,794	\$138,580	\$130,108	\$124,383	\$111,439	\$134,344
5	\$155,834	\$148,568	\$142,354	\$132,516	\$126,795	\$114,927	\$137,435
6	\$159,612	\$152,868	\$146,132	\$136,001	\$130,280	\$118,413	\$141,066
7	\$163,387	\$156,644	\$149,905	\$139,380	\$133,765	\$121,898	\$144,642
8	\$167,160	\$160,424	\$153,687	\$142,975	\$137,255	\$125,381	\$148,331
9	\$170,940	\$164,202	\$157,462	\$146,458	\$139,592	\$127,727	\$151,960
10	\$174,720	\$167,976	\$161,235	\$149,949	\$143,081	\$131,214	\$155,592
11	\$178,912	\$172,006	\$165,104	\$153,378	\$146,512	\$134,355	\$159,241
12	\$183,205	\$176,131	\$169,065	\$156,896	\$150,027	\$137,582	\$162,981
13	\$187,234	\$180,007	\$172,785	\$160,346	\$153,327	\$140,611	\$166,566

ADMINISTRATORS' SALARY SCHEDULE

7/1/2012-6/30/2013

0.0%

Step	A	B	C	D	E	F	G
	High School Principal	Middle Sch. Principal/Director of Admin. Tech.	Elem Principal	Dir of Health, Phys. Ed. & Athletics	Sec Asst Principal	Elem Asst Principal	Director of Spec. Ed.
1	\$133,452	\$127,384	\$121,320	\$112,991	\$107,839	\$97,158	\$117,156
2	\$140,866	\$134,461	\$128,060	\$119,270	\$113,830	\$102,557	\$123,665
3	\$148,280	\$141,541	\$134,801	\$125,546	\$119,821	\$107,955	\$130,174
4	\$152,057	\$144,794	\$138,580	\$130,108	\$124,383	\$111,439	\$134,344
5	\$155,834	\$148,568	\$142,354	\$132,516	\$126,795	\$114,927	\$137,435
6	\$159,612	\$152,868	\$146,132	\$136,001	\$130,280	\$118,413	\$141,066
7	\$163,387	\$156,644	\$149,905	\$139,380	\$133,765	\$121,898	\$144,642
8	\$167,160	\$160,424	\$153,687	\$142,975	\$137,255	\$125,381	\$148,331
9	\$170,940	\$164,202	\$157,462	\$146,458	\$139,592	\$127,727	\$151,960
10	\$174,720	\$167,976	\$161,235	\$149,949	\$143,081	\$131,214	\$155,592
11	\$178,912	\$172,006	\$165,104	\$153,378	\$146,512	\$134,355	\$159,241
12	\$183,205	\$176,131	\$169,065	\$156,896	\$150,027	\$137,582	\$162,981
13	\$187,234	\$180,007	\$172,785	\$160,346	\$153,327	\$140,611	\$166,566

**ADMINISTRATORS' SALARY SCHEDULE**  
**7/1/2013-6/30/2014**

0.0%

	A	B	C	D	E	F	G
Step	High School Principal	Middle Sch. Principal/Director of Admin. Tech.	Elem Principal	Dir of Health, Phys. Ed. & Athletics	Sec Asst Principal	Elem Asst Principal	Director of Spec. Ed.
1	\$133,452	\$127,384	\$121,320	\$112,991	\$107,839	\$97,158	\$117,156
2	\$140,866	\$134,461	\$128,060	\$119,270	\$113,830	\$102,557	\$123,665
3	\$148,280	\$141,541	\$134,801	\$125,546	\$119,821	\$107,955	\$130,174
4	\$152,057	\$144,794	\$138,580	\$130,108	\$124,383	\$111,439	\$134,344
5	\$155,834	\$148,568	\$142,354	\$132,516	\$126,795	\$114,927	\$137,435
6	\$159,612	\$152,868	\$146,132	\$136,001	\$130,280	\$118,413	\$141,066
7	\$163,387	\$156,644	\$149,905	\$139,380	\$133,765	\$121,898	\$144,642
8	\$167,160	\$160,424	\$153,687	\$142,975	\$137,255	\$125,381	\$148,331
9	\$170,940	\$164,202	\$157,462	\$146,458	\$139,592	\$127,727	\$151,960
10	\$174,720	\$167,976	\$161,235	\$149,949	\$143,081	\$131,214	\$155,592
11	\$178,912	\$172,006	\$165,104	\$153,378	\$146,512	\$134,355	\$159,241
12	\$183,205	\$176,131	\$169,065	\$156,896	\$150,027	\$137,582	\$162,981
13	\$187,234	\$180,007	\$172,785	\$160,346	\$153,327	\$140,611	\$166,566

**ADMINISTRATORS' SALARY SCHEDULE**

**7/1/2014-6/30/2015**

2.0%

Step	A	B	C	D	E	F	G
	High School Principal	Middle Sch. Principal/Director of Admin. Tech.	Elem Principal	Dir of Health, Phys. Ed. & Athletics	Sec Asst Principal	Elem Asst Principal	Director of Spec. Ed.
1	\$136,121	\$129,932	\$123,746	\$115,251	\$109,996	\$99,101	\$119,499
2	\$143,683	\$137,150	\$130,621	\$121,655	\$116,107	\$104,608	\$126,138
3	\$151,246	\$144,372	\$137,497	\$128,057	\$122,217	\$110,114	\$132,777
4	\$155,098	\$147,690	\$141,352	\$132,710	\$126,871	\$113,668	\$137,031
5	\$158,951	\$151,539	\$145,201	\$135,166	\$129,331	\$117,226	\$140,184
6	\$162,804	\$155,925	\$149,055	\$138,721	\$132,886	\$120,781	\$143,887
7	\$166,655	\$159,777	\$152,903	\$142,168	\$136,440	\$124,336	\$147,535
8	\$170,503	\$163,632	\$156,761	\$145,835	\$140,000	\$127,889	\$151,298
9	\$174,359	\$167,486	\$160,611	\$149,387	\$142,384	\$130,282	\$154,999
10	\$178,214	\$171,336	\$164,460	\$152,948	\$145,943	\$133,838	\$158,704
11	\$182,490	\$175,446	\$168,406	\$156,446	\$149,442	\$137,042	\$162,426
12	\$186,869	\$179,654	\$172,446	\$160,034	\$153,028	\$140,334	\$166,241
13	\$190,979	\$183,607	\$176,241	\$163,553	\$156,394	\$143,423	\$169,897



**ADMINISTRATORS' SALARY SCHEDULE**  
**7/1/2015-6/30/2016**

2.0%

Step	A	B	C	D	E	F	G
	High School Principal	Middle Sch. Principal/Director of Admin. Tech.	Elem Principal	Dir of Health, Phys. Ed. & Athletics	Sec Asst Principal	Elem Asst Principal	Director of Spec. Ed.
1	\$138,843	\$132,531	\$126,221	\$117,556	\$112,196	\$101,083	\$121,889
2	\$146,557	\$139,893	\$133,233	\$124,088	\$118,429	\$106,700	\$128,661
3	\$154,271	\$147,259	\$140,247	\$130,618	\$124,661	\$112,316	\$135,433
4	\$158,200	\$150,644	\$144,179	\$135,364	\$129,408	\$115,941	\$139,772
5	\$162,130	\$154,570	\$148,105	\$137,869	\$131,918	\$119,571	\$142,988
6	\$166,060	\$159,044	\$152,036	\$141,495	\$135,544	\$123,197	\$146,765
7	\$169,988	\$162,973	\$155,961	\$145,011	\$139,169	\$126,823	\$150,486
8	\$173,913	\$166,905	\$159,896	\$148,752	\$142,800	\$130,447	\$154,324
9	\$177,846	\$170,836	\$163,823	\$152,375	\$145,232	\$132,888	\$158,099
10	\$181,778	\$174,763	\$167,749	\$156,007	\$148,862	\$136,515	\$161,878
11	\$186,140	\$178,955	\$171,774	\$159,575	\$152,431	\$139,783	\$165,675
12	\$190,606	\$183,247	\$175,895	\$163,235	\$156,089	\$143,141	\$169,566
13	\$194,799	\$187,279	\$179,766	\$166,824	\$159,522	\$146,291	\$173,295

**MAA LONGEVITIES BEFORE 7/1/98:**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
at the beginning of 10th year of employment in the District:	\$4,719	\$4,719	\$4,719	\$4,813	\$4,909
at the beginning of 15th year of employment in the District:	\$5,221	\$5,221	\$5,221	\$5,327	\$5,434
at the beginning of 20th year of employment in the District:	\$5,854	\$5,854	\$5,854	\$5,971	\$6,090
at the beginning of 25th year of employment in the District:	\$4,324	\$4,324	\$4,324	\$4,409	\$4,497

**MAA LONGEVITIES AS OF 7/1/98:**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
at the beginning of 10th year of employment in the District:	\$2,813	\$2,813	\$2,813	\$2,869	\$2,926
at the beginning of 15th year of employment in the District:	\$2,813	\$2,813	\$2,813	\$2,869	\$2,926
at the beginning of 20th year of employment in the District:	\$2,813	\$2,813	\$2,813	\$2,869	\$2,926