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Contract Database Metadata Elements

Title: **Malverne Union Free School District and Malverne Administrators Association (2002)**

Employer Name: **Malverne Union Free School District**

Union: **Malverne Administrators Association**

Local:

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AD 1
5538

Principals / Directors

AGREEMENT

-between-

MALVERNE UNION FREE SCHOOL DISTRICT

-and-

MALVERNE ADMINISTRATORS' ASSOCIATION

THE PROVISIONS OF THIS AGREEMENT SHALL
BE EFFECTIVE FROM JULY 1, 2002
THROUGH JUNE 30, 2005

RECEIVED

DEC 15 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

8

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ARTICLE II - NEGOTIATIONS PROCEDURES

A. The Superintendent and representative(s) of the Association shall meet regularly to discuss matters relating to the implementation of this contract.

B. The parties shall enter into negotiations over a successor agreement on the written request of either party but in no event earlier than February 1st of the year in which the contract expires unless mutually agreed upon.

ARTICLE III - ASSOCIATION AND DISTRICT RIGHTS

A. District Policies

The District shall not alter any existing "terms and conditions of employment" not covered by the provisions of this Agreement without prior discussion with the Association. The District shall negotiate the impact of such decision with the Association. The District shall also be permitted to contract out or reassign bargaining unit work after prior discussion with representatives of the Association.

B. The District agrees not to change the titles or duties of Association members without prior notification to and consultation with the Association in order to afford an opportunity to the Association to make their views and positions known to the District concerning such changes.

C. Copies of this contract shall be printed and distributed at the expense of the District to all Association members. Likewise, the District shall provide each Association member with copies of District policies and procedures.

compliance with legal process.

ARTICLE VI - ASSAULTS

Any case of assault upon an Administrator in the course of his/her duties shall be promptly reported to the Superintendent or his/her designated representative. The District will provide legal counsel to advise, but not represent, the Administrator of his/her rights and obligations with respect to such assault.

ARTICLE VII - TRANSFERS

A. Except in an emergency or unusual circumstances, members of the unit shall be informed in writing thirty (30) days prior to a transfer.

B. An involuntary transfer will be made only after a meeting between the Administrator and the Superintendent, at which time the Administrator will be notified of the reasons for the proposed transfer.

ARTICLE VIII - VACANCIES

A. Whenever a professional vacancy shall occur in the District, the District shall duly publicize said position in the Administration Building and in each school building. This notice shall clearly set forth a description of the qualifications for the position, including duties, salary and the procedures for the interview and selection. Such description shall include required certification.

B. Such notice shall be posted as far in advance as practicable.

C. Candidates who desire to apply for a position shall submit their applications in writing to the designated Administrator within the time limit specified. Failure to apply within time

Mileage reimbursement shall be made per voucher to include purpose, date of trip and distance covered.

B. Members of the unit required to attend evening meetings shall be entitled to be reimbursed for dinners under the following conditions:

- (1) A voucher shall be submitted;
- (2) the maximum reimbursement shall be \$20 per dinner;
- (3) the maximum number of meals per year shall be 40;
- (4) payments shall be made twice per year.

ARTICLE XII - ADMINISTRATIVE CALENDAR AND WORK YEAR

A. The regular school year for members of the unit shall be from September 1 through June 30. Members of the unit shall be required to work on those days teachers are required to work and, as in the past, on any additional days necessary to fulfill their professional obligations.

B. During the summer months, members of the unit shall receive the following days off:

- Senior H.S. Principal - 22 days' vacation
- Middle School Principal - 22 days' vacation
- Senior H.S. Asst. Principal - 22 days' vacation
- Middle School Asst. Principal - 22 days' vacation
- Director of Special Education - 22 days' vacation
- Elementary Principals - 33 days' vacation
- Director of Pupil Personnel Services - 22 days' vacation

C. If the District requires a unit member to work on a previously scheduled vacation day,

When the aggrieved party is a member of this unit, he/she shall reduce his/her grievance to writing to his/her immediate Supervisor, who shall discuss the matter with him/her within five (5) school days. The aggrieved party may be accompanied by a representative of his/her own choosing. The immediate Supervisor shall render his/her determination in writing to the aggrieved party and the Association within five (5) school days after the meeting.

2. Stage Two

If the grievance is not satisfactorily resolved at Stage One, the aggrieved party may appeal in writing to the Superintendent within seven (7) school days of receipt of the immediate Supervisor's decision. The appeal shall set forth the nature of the grievance and the alleged violation. The Superintendent, or his/her designee, shall meet with the aggrieved and his/her representative, if any, within ten (10) school days of the receipt of the appeal. The Superintendent, or his/her designee, shall have ten (10) school days following the meeting in which to render a written determination of his/her findings.

3. Stage Three

If the grievance is not satisfactorily resolved at Stage Two, the aggrieved party may, within seven (7) school days after receipt of the Superintendent's determination, request that the grievance be submitted to the Board of Education. The Board shall render a decision within thirty (30) days of receipt of the appeal

4. Stage Four

If the grievance is not satisfactorily resolved at Stage Three, the aggrieved party may, within ten (10) school days after receipt of the Board determination, submit the grievance to

in the District): 4.25%

2003-04: 4%

2004-05: 3%

An additional 1.5 percent shall be distributed based on performance in each year of the contract.¹ The figure shall be computed by taking the prior year's salaries of those members of the unit returning in the year in issue and multiplying that figure by the applicable percent. The entire sum shall be distributed to a member or members of the unit based on performance. The guidelines for the performance evaluation system are attached hereto as Appendix "A".

Payments made under the performance sections shall be added to salaries.

ARTICLE XV - INSURANCE²

A. Health Insurance

Members of the unit shall be eligible for the same Health Insurance Plan as the District's teachers. The District shall contribute 90% of individual coverage and 85% of family coverage. Prospective retirees shall be entitled to the same plan and contribution rate as provided the District's teachers.

B. Life Insurance

Effective July 1, 2003, the District shall provide \$150,000 of Term Life Insurance

¹The merit "fund" shall not be used to make equity adjustments.

²If members of the Malverne Teachers Association (MTA) receive Health Insurance, Optical Insurance and/or Disability Insurance benefits which are better than those provided herein, the benefits to members of this unit shall be increased to the same levels as the MTA. Members of the unit shall be §125 Plan on the same basis as members of the MTA.

profit-making activities. The specific reason shall be given, upon request, to the Superintendent.

A. EXTENDED SICK LEAVE

In addition to the foregoing sick leave, in the event of an extended personal illness and the exhaustion of an administrator's accumulated sick leave, an administrator, at the discretion of the Superintendent, may be granted an extended sick leave to a maximum of one (1) school year with pay. The administrator shall present medical evidence of the illness, if so requested.

ARTICLE XVI - TERMINAL LEAVE

The District may at its discretion pay a terminal allowance to a member of the unit upon retirement for outstanding service in positions covered by this Agreement. The method of payment of this allowance shall be specified by the Administrator in writing prior to the time of retirement. Payments shall be made no later than the last pay period in December following retirement. Except in medical emergencies, the Administrator shall notify the District of his/her intent to retire at least 120 days prior to the effective date of retirement and the District shall notify the Administrator not less than sixty (60) days prior to the retirement date as to the amount of the terminal allowance, if any.

ARTICLE XVIII - UNPAID LEAVES OF ABSENCE

Leaves of absence without pay for up to a period of two (2) years may be granted to Administrators at the discretion of the Board.

1. U.S. Savings Bonds³
2. Dues to any professional organization
3. Tax-sheltered annuities
4. Credit union savings
5. Payment on loans to New York State Teachers' Retirement System

ARTICLE XXII - NO-STRIKE PLEDGE

The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this Agreement or any instigation thereof.

ARTICLE XXIII - SEVERABILITY AND RENEGOTIATION

To the best knowledge and belief of the parties, this contract contains no provision which is contrary to Federal Law or State Law. Should, however, any provision of this Agreement, at any time during its life, be held in conflict with Federal or State Law, then such provisions shall be deemed inoperative, but the remaining provision of the Agreement shall, nevertheless, remain in full force and effect.

ARTICLE XXIV - DURATION

The provisions of this Agreement shall be effective from July 1, 2002 through June 30, 2005.

³Savings Bonds shall be purchased at the time when sufficient funds have been deducted.

7/8/99

APPENDIX "A"
GUIDELINES FOR PERFORMANCE EVALUATION SYSTEM

1. Each administrator will be rated either 1, 2, 3, 4 or 5 based upon his or her performance for each section of the administrator's job description, e.g.:
 5. Excellent or Superior - performance consistently exceeds normal job requirements. Requirements and standards are accomplished at the highest possible level.
 4. Above Average or Exceeds District Standards - performance is above normal job requirements.
 3. Satisfactory - performance is average or acceptable.
 2. Needs Improvement - performance is less than satisfactory. Minimal standards are not being met.
 1. Unsatisfactory - performance is well below standard and unacceptable. There is a need for an immediate substantial improvement.
2. All ratings of 1, 2, 4 and 5 must be justified.
3. When the potential for a 1 or 2 rating exists, the Assistant Superintendent and/or Superintendent should document this fact in writing and then assist the administrator in developing goals which will attempt to improve this rating. A representative of MAA may attend the meeting or meetings at which these goals are developed.
4. Evaluations will be signed by both the Assistant Superintendent for Curriculum and Personnel and the Superintendent.
5. The current job descriptions will be utilized for the evaluations.
6. Merit Distribution - Each administrator whose final yearly rating exceeds 3.0 is eligible for a merit payment. To achieve the dollar amount, please note the following example:

Administrator A 3.5