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AGREEMENT

between

THE MARLBORO CENTRAL SCHOOL DISTRICT

and

**THE MARLBORO EDUCATIONAL ADMINISTRATORS
ASSOCIATION**

July 1, 2011 to June 30, 2015

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PREAMBLE

Agreement effective July 1, 2011, by and between the Marlboro Central School District (hereinafter "District") and the SAANYS/Marlboro Educational Administrators Association (hereinafter "Association") governing the terms and conditions of employment of administrators in the bargaining unit.

ARTICLE I - GENERAL PROVISIONS

A. Recognition

1. The District recognizes the Association as the exclusive representative under Article XIV of the Civil Service Law, the Public Employees Fair Employment Act (Taylor Law) for all building level administrative personnel in the District, including, but not limited to principals and assistant principals, and the Director of Technology.

2. The Association hereby affirms that it does not assert the right to strike, nor to assist or to participate in any strike, or to impose an obligation on its members to conduct, assist or participate in such strike.

3. Recognition shall extend to the maximum period provided by law.

B. Dues Deduction

1. The District agrees to deduct from the salary of each Administrator who so authorizes in writing, on an agreed form, dues for membership in the SAANYS/Marlboro Educational Administrators Association, and shall promptly transmit the deductions to SAANYS/MEAA.

2. Deduction authorization shall continue in full force and effect until the Administrator notifies the District and 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.

C. Grievance Procedure

1. A grievance is a dispute involving an interpretation or application of any of the provisions of this Agreement. The term "grievance," however, shall not apply to any matter for which a method of review is prescribed by law or by rule or regulation of the State Commissioner of Education, having the force and effect of law or in any matter which the District is without authority to act, or for failure to recommend probationary Administrators to permanent appointments or the implementation of matters left by this Agreement to the discretion of the Board.

2. A grievance may only be filed by the Association or by a member of a unit defined in the recognition clause.

3. All grievances shall be in writing and shall include the name and position of the aggrieved party, the identity of the provision of this Agreement on which the said grievance is based, a statement of the underlying facts including the dates and alleged events or conditions which constitute the grievance, the identity of the party alleged to be responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and redress sought by the aggrieved party.

4. No written grievance will be entertained as described below, and such grievance will be deemed waived unless filed at the first step within twenty (20) school days after the occurrence of the act or condition on which the grievance is based.

5. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, or representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

STEPS OF GRIEVANCE PROCEDURES

STEP ONE

1. All grievances must be filed with the Superintendent within twenty (20) school days of the complained of act or disputed application of the terms of this Agreement. All Step One grievances must be signed either by the grievant or the Association. Grievances that directly affect more than one Administrator, or the Association as a whole, may be filed at Step Two.

2. Each grievance shall be acted upon by the Superintendent within seven (7) school days of filing.

3. A hearing shall be granted in all cases by the Superintendent within five (5) days after the date upon which the grievance is filed. All parties named in the grievance shall participate. Failure of any party to participate shall not delay the disposition of any grievance. Any disposition of a first step grievance shall be in writing and a copy thereof shall be forwarded to the person filing the grievance. If the grievance was filed by an individual rather than the Association, copies of the disposition shall be forwarded to the Association.

4. Any Administrator may have Association representation at this step if he so desires.

STEP TWO

In the event that the preceding step has failed to resolve the dispute to the satisfaction of the Association, the grievance may be advanced to the Board provided a notice is filed within ten (10) working days. In the event that a Board review is requested, a meeting with the Board or a subcommittee thereof shall be held within three (3) days of the next immediate regularly scheduled board meeting. The Board shall submit its response to the grievance in writing, to the Association, within ten (10) school days after the hearing. No grievance may be brought to this second step except by the Association.

1. All grievances shall be confidential in nature and no publicity shall be given to any grievance or the use of this process, except by the signed written consent of the grievants, the Association and the District.

2. All matters not covered in the agreement shall be discussed and adjusted through the use of the first two steps of the grievance procedure.

D. Future Negotiations

1. In the event that either party wishes to amend this agreement, proposals shall be submitted no earlier than January 10th and no later than January 25th, unless a later time is agreed to. In any event, the opposite party shall have thirty (30) days therefrom to respond to such demands if it so deems fit.

2. This article shall control the procedure to be followed in the course of negotiating any successor agreement to this Agreement. It shall not come into operation until this contract has expired or the time for negotiating a successor agreement has been commenced by operation of law.

3. The designated representatives of the Board shall meet with the designated representatives of the Association at mutually agreed upon places and times for the purpose of bargaining to reach a mutual understanding and agreement on a contract.

4. All proposals to be negotiated shall be presented in writing by the Association and the Board prior to the commencement of negotiations. There shall be no new proposals after the second session, unless they are the result of prior discussions emanating from the initial exchange.

5. During the course of negotiations, all proposals shall be considered for their substantive nature. Once agreement has been reached that material shall be included or excluded from the contract, the agreement shall then be reduced to writing.

6. The parties may call upon consultants to assist and prepare negotiations and to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

7. Both parties shall furnish each other, upon reasonable request, with all available public information pertinent to the issues under consideration.

8. Either party has the unlimited right of caucus any time during the negotiating session.

9. The contract shall be reduced to writing within two (2) weeks of the completion of negotiations.

10. No impasse shall be declared by the District or the Association until all items of the proposal have been considered at the negotiating sessions. Only after consideration of all proposals may either side declare an impasse by notifying the other side in writing that an impasse exists, citing in writing each and every item or proposal over which the impasse exists.

11. The Board shall make available to the Association upon request all available public information, statistics and records, which the Association may deem relevant to negotiations or necessary for the proper administration or enforcement of this contract.

E. Work Year/Summer Vacation

1. All administrators are 12 month employees who are to work twenty-two (22) days between July 1 and the start of the new school year (day teachers report). Administrators shall report five business days before the start of the new school year. Each administrator shall be permitted to

buy back up to eight (8) unused vacation days per year based on 1/220th of the annual salary which shall include any stipends, longevity or other additional earnings of the administrator. Such cash payment shall not be added to the administrator's base salary.

2. The school calendar shall be amended to provide that schools will be closed on the day before Thanksgiving in each year of this agreement.

3. For the life of this contract, in the event that there are snow days in excess of those actually listed on the calendar, administrators will not be expected to make up those days unless the failure to make them up would cause the District to fail to reach the minimum attendance requirements of the State.

F. Required Meetings

Elementary Administrators shall attend team leader meetings throughout the school year and secondary administrators shall attend coordinator meetings throughout the school year.

ARTICLE II - EVALUATION PROCESS AND ADMINISTRATOR'S RIGHTS

A. All evaluations shall be discussed with the Administrator being evaluated, who shall receive a written copy of the evaluation. The Administrator shall acknowledge that such material has been read by affixing his or her signature on the copy to be filed with the understanding that such signature merely signifies that the evaluation has been read and does not necessarily indicate agreement with its contents.

Evaluation Process

Objective: To improve administrative performance.

Process Steps:

- 1. Review Job Description - up date and revise as is necessary.**
- 2. Set annual priorities - before September 1st.**
- 3. Choose evaluation format - before September 1st.**
- 4. Complete self-evaluations - first week in April.**
- 5. Superintendent's evaluation of each Administrator - June.**
- 6. Portfolio Assessment - (optional) September - April.**
- 7. Individual review with Superintendent - last week in July.**
- 8. Evaluation finalized and placed in personnel file.**

Rules Governing Evaluations

- 1. All evaluations are to be confidential between Superintendent and Administrator.**
- 2. Portfolio Assessment may be chosen in place of standard format.**

B. Discipline of tenured Administrators shall be governed by the provisions of "Fair Dismissal Procedure" as per New York State Education Law 3020-a.

C. Review of Personnel File. An Administrator will be provided, upon request, an opportunity to review and make copies of non-confidential personnel data concerning himself or herself at a reasonable time to the Superintendent. All such material will be kept in files located with the Superintendent or his designee. An Administrator will be entitled to have a representative of the Association accompany him or her during such review. Only those who have an official right and

reason for doing so may inspect an Administrator's file, and said file shall not be open to public inspection except under specific consent by the Administrator and the Association.

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

E. Administrators shall be consulted by the Superintendent or his/her designee prior to actions affecting personnel in programs within the building. During the development of new programs, the Board or its designee will consult with the principal. The provisions of this paragraph shall not be deemed in any way to limit or restrict the Board's legal responsibility and prerogatives.

F. Notice of Termination: Probationary Administrators to be denied tenure and/or not to be employed shall receive at least sixty (60) work days notice of termination of employment.

ARTICLE III - LEAVES OF ABSENCE

A. Sick Leave

1. Administrators shall be allowed fourteen (14) sick leave days per year. There shall be an accumulation of unused sick leave to 220 days.

2. Each Administrator shall be credited with fourteen (14) sick days at the beginning of each school year.

3. Sick leave shall be granted for personal illness, health examinations, and illness in the immediate family.

4. Any Administrator who may be confined with a continuing illness or extended disability for more than the total of the allowed and accumulated sick leave may be authorized by the Board of Education to receive up to 220 days with full pay in the event of such extended disability.

5. Beginning July 1, 2011, an administrator who does not elect to take the retirement incentive will be paid \$100.00 per day from days 81 to 190 of unused sick leave upon retirement.

B. Personal Leave

Administrators shall be allowed four (4) personal leave days per year. Three (3) unused personal days shall be added to accumulated sick leave at the end of each year. Personal leave shall be granted to Administrators for the purpose of handling those affairs which cannot be transacted in non-school hours. Requests for personal leave shall be made to the Superintendent prior to being taken unless an emergency exists or unforeseen circumstances arise.

C. Bereavement

The District shall grant three (3) days leave for death in the immediate family without financial loss. The immediate family is to include: mother, father, mother-in-law, father-in-law, spouse, children, brothers and sisters, grandparents and grandchildren. The Superintendent in the exercise of his discretion may allow bereavement leave for persons other than those enumerated in this section.

D. Jury Duty

The District shall grant leave without loss of pay for jury duty. Administrators applying for such leave shall apply in writing and shall submit in advance of taking such leave, a copy of the notice to appear for jury duty to the Superintendent. Upon termination of this leave they shall submit a signed written statement stating the amount of time actually consumed for jury duty. The Administrator shall rebate to the District all jury pay.

E. Child Care Leave

Child care leave of absence will be granted to Administrators upon the following conditions:

1. Normally, the Administrator requesting a child care leave of absence shall give the Superintendent three (3) months advance written notice. Said notice shall include the approximate dates of commencement, as well as termination of such leave.

2. Child care leave shall be granted to Administrators for the balance of the school year in which the leave was requested and may be extended for a period of up to one (1) year by application to the Board from the employee involved.

3. Pregnancy leave shall be considered as qualification for sick leave as otherwise provided for in this Agreement. It should be understood that disability leave is intended to provide an Administrator with adequate protection, and shall be used for actual illness. In cases where the District can demonstrate that paid disability is used to extend payment prior to the use of unpaid child care leave, the District may withhold such child care leave. No Administrator on child care leave shall be entitled to use accumulated sick leave.

4. Administrators adopting a child shall receive similar leave rights as outlined above commencing upon his/her receiving actual custody of the child.

F. Military Leave

Military leave of absence shall be granted pursuant to the provisions of the United States Code.

G. Workers' Compensation Leave

Administrators who are injured in the course of their employment and who are adjudged entitled to Workers' Compensation shall return to the District any benefits paid for under Workers' Compensation for the loss of wages for the time for which the Administrator received full-time sick pay in exchange for the receipt of Workers' Compensation. The District shall not be obligated beyond the accumulated sick leave of the individual. Professional personnel shall be entitled to retain any scheduled award received at the time and shall also be entitled to retain benefits paid under Workers' Compensation for loss of wages during the time in which sick leave was not granted.

ARTICLE IV - BENEFITS

A. Tax Sheltered Annuities

The District shall continue to make appropriate reductions in pay for those people requesting tax sheltered annuity reductions and shall forward any amount so designated by an individual Administrator through a remitting agent as mutually agreed upon by the Association and the District.

B. Health Insurance

1. Administrators hired prior to December 1, 1997 shall contribute 10% toward health insurance premiums in the Administrator's Statewide Plan Health Insurance or appropriate alternative on an individual or family basis (Administrators electing GHI coverage shall receive the same dollar contribution to the plan as is expected for the appropriate Statewide Plan) and shall

contribute no greater than ten percent (10%) towards their health insurance premiums as long as they continue employment as an administrator in the District. Administrators hired on or after December 1, 1997, but prior to July 1, 1998, shall contribute fourteen percent (14%) toward the cost of health insurance premiums. Administrators hired on or after July 1, 1998, but prior to July 1, 1999, shall contribute seventeen percent (17%) toward the cost of health insurance premiums. Administrators hired on or after July 1, 1999 shall contribute twenty percent (20%) toward the cost of health insurance premiums. Contributions shall be based on the Administrator's Statewide Plan Health Insurance or appropriate alternative on an individual or family basis (Administrators electing GHI coverage shall receive the same dollar contribution to the plan as is expected for the appropriate Statewide Plan).

2. During the term of this Agreement, the District reserves the right to substitute carriers for health insurance provided that the plan is of no less benefit value than the plan given all other professional employees or other certified personnel.

3. Any unit member whose spouse is employed by the Marlboro Central School District, whether or not within the bargaining unit, shall be restricted from dual enrollment in the District's health insurance plan and/or alternate HMO coverage to the extent that the spouses may not both enroll for family coverage or for one family coverage and one individual coverage. The spouses shall be entitled to a single family coverage or each to individual coverage. If both spouses are within this bargaining unit and a family coverage is decided upon, the spouses shall decide which one shall be enrolled for coverage

4. On or before April 1 of each school year, Administrators inform the District of their desire to opt out of the District's Health Plan effective July 1. In return for opting out, the

3. Upon successful completion of graduate study, reimbursement shall be made.

4. Administrators, upon receipt of Doctoral Degree, shall be entitled to a salary adjustment of \$2,000.00.

E. Credit Union

1. The District shall allow one deduction every pay check upon request, payable to the Hudson Heritage Federal Credit Union.

2. All requests for credit union deductions shall be in writing on forms approved by the Business Office.

F. Travel Reimbursement

1. Administrators who may be authorized to use their own automobiles in the performance of their duties and Administrators who are assigned to more than one school per day shall be reimbursed for all traveling at the IRS rate. Administrators required to make use of toll roads, bridges, or tunnels, shall be reimbursed the actual toll upon presentation of the receipt.

2. Administrators who may be required to travel for the District by means other than their own automobiles shall be reimbursed the actual cost of such travel provided receipts are submitted.

G. Attendance at Conferences

1. The Superintendent of Schools may permit Administrators to attend educational or professional meetings or conferences that would be beneficial to the professional growth of the Administrator.

Administrator shall receive a payment of 60% of the individual premium or 60% of the family premium of the Orange-Ulster Health Plan at the time the buyout is taken, but the amount will not exceed four thousand dollars (\$4,000). To be entitled to the above referenced payment, the Administrator must produce proof of health insurance coverage from another source at the time of application. Re-entry shall be conditional upon the Administrator repaying on a prorated basis for each month remaining in the school year in question and upon the rules governing re-entry by the health insurance provider.

5. In order to be entitled to retiree health insurance, the retiree must have had ten (10) consecutive years of District service as of the date of his/her retirement.

C. Dental Insurance and Other Insurance

Administrators shall be entitled to participate in the District's dental plan and/or welfare trust plan on the same basis as other certified personnel within the District. Effective July 1, 2009 through June 30, 2015, the District will contribute the same amount per participating administrator as it contributes for the professional teaching staff.

Administrators are also eligible to receive any payments made from the Dental Reserve Fund.

D. Tuition Reimbursement

1. Administrators shall be reimbursed for graduate courses at an amount not to exceed \$1,500 (non-escalating) provided, in the opinion of the Superintendent, the course(s) taken are directly relevant to the administrator's responsibilities and/or duties.

2. Requests for graduate credit payment must be made in advance to the Superintendent for approval.

2. All expenses, as agreed to in advance by the Superintendent and the Administrator, in respect to the attendance at such meeting or conference shall be paid by the District.

3. In the event that permission to attend with reimbursement is not granted, Administrators may be granted permission without reimbursement to attend such meetings or conferences.

4. Such leave to attend the aforesaid conferences and meetings may be granted without loss of pay.

5. Effective July 1, 1995, each Administrator will take at least one graduate course, seminar or workshop each year to continue the improvement of administrative skills.

H. Section 125 Flexible Benefit Plan. The District shall implement a §125 Internal Revenue Code Flexible Benefit Plan to include all health-related costs (e.g., deductibles, co-pays, prescriptions, etc.) through a third party administrator, as selected by the District with prior input from the Marlboro Educational Administrators' Association.

I. Retirement Incentive

A retirement incentive shall be made available to administrators who notify the District of his/her intent to retire by February 1st in his/her first year of eligibility without a Teacher Retirement System penalty and with at least ten (10) years of administrative experience in the District. Administrators notifying the District by February 1st of that year shall receive a lump sum cash payout of \$17,000.00 within thirty (30) days of the effective date of retirement.

Administrators electing the retirement incentive under the terms of this agreement shall be entitled to be paid \$100.00 per day from days 1-220 of unused sick leave.

This retirement incentive shall be available for the life of this contract and the right to retirement incentive shall sunset at the end of this collective bargaining agreement.

ARTICLE V - SALARY AND LONGEVITY

A. Salary

Salary increases shall be as follows:

Year 1: The salary schedule in effect for 2010-2011 shall remain in effect for the 2011-2012 school year with no increase.

Year 2: The 2011-2012 schedule shall be increased by 2.6 percent for the 2012-2013 school year.

Year 3: The 2012-2013 schedule shall be increased by 2.6 percent for the 2013-2014 school year.

Year 4: The 2013-2014 schedule shall be increased by 2.6 percent for the 2014-2015 school year.

B. Longevity

The Longevity Schedule is annexed hereto as Appendix "A."

C. Tenure:

Administrators, upon receipt of tenure within the District, shall be entitled to a salary adjustment of \$3,000.00.

ARTICLE VI - CLOSING

A. Legislative Authority

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.

B. Duration

This agreement shall be effective as of July 1, 2011, and shall continue in effect until June 30, 2015. The parties agree that all items subject to negotiations have been negotiated during the negotiations leading to this Agreement and agree that negotiations will not be reopened on any term whether contained in this Agreement or not during the term of this Agreement. All District policies creating and affecting conditions of employment shall continue in full force and effect during the term of this Agreement, and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this Agreement.

MARLBORO CENTRAL SCHOOL

SAANYS MARLBORO
EDUCATIONAL ADMINISTRATORS
ASSOCIATION

BY:


Raymond Castellani,
Superintendent

BY:


Marie Toombs,
President

**MARLBORO CENTRAL SCHOOL DISTRICT
TENURE MEAA CONTRACT
2010-2015**

Longevities	Year	1.0395	1.0395	1.0395	1.0395	1.0395
		2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
Tenure Achiev	4	2,000	3,000	3,000	3,000	3,000
Year 6	7	6,805	7,325	7,615	7,915	8,228
Year 10	11	6,805	7,325	7,615	7,915	8,228
Year 14	15	3,136	3,500	3,640	3,786	3,937
Year 18	19	3,136	3,500	3,640	3,786	3,937