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Contract Database Metadata Elements

Title: **Millbrook Central School District and Millbrook Administrators Association (2014) (MOA)**

Employer Name: **Millbrook Central School District**

Union: **Millbrook Administrators Association**

Local:

Effective Date: **07/01/2014**

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Millbrook

CENTRAL SCHOOL DISTRICT



P.O. Box AA • MILLBROOK, NEW YORK 12545

SUPERINTENDENT OF SCHOOLS 845-677-4200
BUSINESS ADMINISTRATOR 845-677-4201
PUPIL PERSONNEL SERVICES 845-677-4215
DISTRICT CLERK 845-677-4200

ELM DRIVE ELEMENTARY 845-677-4225
ALDEN PLACE ELEMENTARY 845-677-4220
MILLBROOK MIDDLE SCHOOL 845-677-4210
MILLBROOK HIGH SCHOOL 845-677-2510

OFFICE OF THE SUPERINTENDENT

To: Brian Fried
From: Philip D. D'Angelo, Jr., Superintendent of Schools
Date: February 26, 2015
Re: Tenure Differential

Phyllis Amori is eligible for the Tenure Differential as per the current MAA Contract, Article VII, Section C:

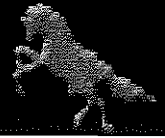
“There shall be an annual tenure differential of \$1,000 for unit members upon the conferring of tenure. The tenure differential salary payment shall not be added to base salary and shall not be cumulative. Furthermore, the tenure differential shall expire once any such unit member becomes eligible for a longevity payment.”

Thank you for your attention to and cooperation with this matter.

Cc: Lila Simon, District Treasurer
Cheryl Sprague, Payroll



CENTRAL SCHOOL DISTRICT



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MILLBROOK HIGH SCHOOL 845-677-2510

OFFICE OF THE SUPERINTENDENT

To: Brian Fried & Lila Simon
From: Philip D. D'Angelo, Jr., Superintendent of Schools
Date: August 26, 2014
Re: MAA Contract – Approved August 25, 2014

The following contract proposal was approved by the Millbrook Board of Education on August 25, 2014:

Term

The term of the Collective Bargaining Agreement, as modified, hereby shall be July 1, 2014 to June 30, 2017.

Vacation

MAA members may carry over up to ten (10) unused vacation days each year. Effective July 1, 2014, MAA members may convert up to five (5) unused vacation days (if available) into cash annually at a per diem rate of 1/240th of their current salary. As of June 30, 2014, MAA members may convert, as a one-time event, up to an additional five (5) unused vacation days from their allocation and/or vacation bank (if available).

Salary

Percent increases as follows:

- 2014-2015: 3.0% for unit members who were employed during the 2013-14 school year, effective July 1, 2014.
- 2015-2016: 3.0% for unit members who were employed during the 2014-15 school year, effective July 1, 2015.
- 2016-2017: 3.0% for unit members who were employed during the 2015-16 school year, effective July 1, 2016.

Longevity

Upon completion of the identified number of years of service in the bargaining unit, longevity shall be paid in the amount listed after the commencement of the next year of service:

- Five (5) years of service in the bargaining unit – longevity paid in the amount of \$2,000
- Seven (7) years of service in the bargaining unit – longevity paid in the amount of \$2,250
- Ten (10) years of service in the bargaining unit – longevity paid in the amount of \$2,500

Performance Incentive Changed: Curriculum & Instruction Professional Development (PD)- Conference/Workshop/

Staff Development

Up to \$5,000 annually to be decided upon by agreement between Superintendent of Schools & MAA President as to selection of PD (if the Superintendent of School & MAA President cannot come to an agreement, the MAA President will be able to select PD for MAA members up to \$2,500 & the SOS will be able to select PD up to \$2,500 for MAA members, SOS, & AS for C,I, & PPS) (attendees: all MAA members, SOS, & A.S. for C, I & PPS).

Retirement Incentive

Administrators with a minimum of ten (10) years of service in the District may qualify for a retirement incentive. Employees who provide the District with a minimum of six (6) months advance notification of their intention to retire shall be eligible for a lump sum payment of \$12,000. Employees shall be permitted to qualify for the incentive only if they retire after having given the required six (6) months' notice and only with effective dates of June 30th of the appropriate year. The Administrator will receive the payment in a lump sum payable six (6) months after the date of their retirement.

Health Insurance

Unit members shall be entitled to be enrolled in any healthcare plans currently offered by the District. The Board shall contribute 85% of either family insurance premium costs or individual insurance premiums costs for unit members.

Retiree Health Insurance

The Board shall contribute to health insurance premiums for retired administrators at the rate of 85%. To be eligible for District contributions towards the cost of health insurance premiums in retirement, the unit member must serve as an employee in this school district for a period of at least ten (10) years.

New Duties

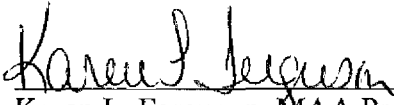
Each building principal will be assigned annually, by the Superintendent of School, one (1) of the following supervision duties:

- 1. Nurses
- 2. Library/Media
- 3. ESL
- 4. Fine Arts (Music, Art & Drama)
- 5. Physical & Health Education

The remaining duty will be assigned to the Assistant Superintendent for Curriculum, Instruction & PPS.

No Other Changes

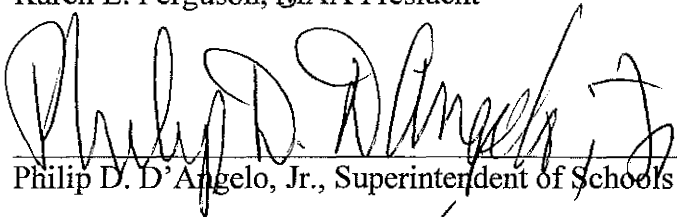
The Collective Bargaining Agreement shall not be modified except as specifically provided herein.



Karen L. Ferguson, MAA President

9/11/14

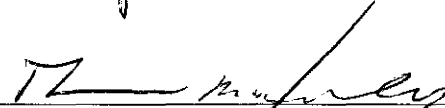
Date



Philip D. D'Angelo, Jr., Superintendent of Schools

9/11/14

Date



Thomas M. Hurley, Board of Education President

9/11/14

Date


Millbrook

CENTRAL SCHOOL DISTRICT



P.O. Box AA • MILLBROOK, NEW YORK 12545 (845) 677-4200

OFFICE OF THE SCHOOL BUSINESS ADMINISTRATOR

TO: Administrative Retirees
From: Brian S. Fried 
RE: Health Insurance Costs
DATE: 13 August 2012

The purpose of this memo is to alert you to a change in your required premium for your health care costs, and as a result to re-bill you the correct amount for those costs.

The previous Millbrook Administrators' Association (MAA) contract governing your rate of contribution for insurance premiums expired on June 30, 2011. Following a collective bargaining process and ratification of a memorandum of agreement by the MAA, on July 23, 2012, the Millbrook Board of Education also ratified the agreement.

Newly adopted language regarding retiree health care includes the following:
The Board shall contribute to health insurance premiums for retired administrators at the rate paid for active administrators, or 87.5% whichever is higher.

The current rate of contribution by the Board for active MAA members is 87.5%. Therefore, your new rate of contribution for retiree healthcare insurance is now 12.5%. This change is effective as of ratification, so please note that your July monthly payment is billed at the old rate. The new rate is effective August, 2012. Enclosed, please find a bill for this current year which accommodates this change. Kindly make payment to ensure your account remains current.

Thank you for your attention. If you have any questions, please call Cheryl Sprague at 845.677.4200, x1105.

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MILLBROOK CENTRAL SCHOOL DISTRICT, hereinafter referred to as "The District" and THE MILLBROOK ADMINISTRATORS' ASSOCIATION, hereinafter referred to as "The MAA";

WHEREBY, the parties agree to revive and incorporate the provisions of the agreement between the parties that expires on July 1, 2011 into a successor three year agreement as of July 1, 2011 and terminating on June 30, 2014, except as modified by the following provisions:

1. **Insurance Benefits, Second sub-paragraph of Paragraph 1 (which begins with "The Board will reimburse the Alden Place Principal . . .")** - Delete in its entirety and add to base salary of Alden Principal \$1,000 effective upon the ratification of this Memorandum of Agreement. (at page 5)

2. **Insurance Benefits, First paragraph** - Modify as follows: For those unit members who contributed 8% towards premium contributions during the 2010-2011 school year, their percentage of contribution shall increase to 10%, effective 1/1/12, to 12.5% effective 7/1/12, and 15% effective 7/1/13. Delete from the contract the reduction in employee health premium contributions upon achieving tenure from 15% to 10% effective 7/1/11. (at page 5).

3. **Insurance Benefits - Retiree Health Insurance** - Add the following:
Replace Subparagraph (3) with the following: "The Board shall contribute to health insurance premiums for retired administrators at the rate paid for active administrators or 87.5%, whichever is higher. To be eligible for District Contributions towards the cost of health insurance premiums in retirement, the unit member must serve as an employee in this school district for a period of at least 8 years."(at page 5)

4. **Salary** - Add a tenure differential as follows:

"There shall be an annual tenure differential for those unit members who are in probationary status on or after 7/1/11 in the amount of \$1,000.00 upon the conferring of tenure. This differential salary payment shall not be added to base salary. Furthermore, the tenure differential shall expire once any such member becomes eligible for the 8th year longevity payment." (at page 4)

5. **Salary** - Add an eighth year longevity provision as follows:

"Upon completion of seven continuous years of service in the bargaining unit, longevity shall be paid in the amount of \$1,750.00 effective 7/1/11. (longevity shall be acquired upon commencement of the 8th year of employment). This longevity payment shall be added to base salary." (at page 4)

6. **Salary, Paragraph 4**, Modify as indicated:

Retain the 10th year longevity amount of \$2,000.00. (longevity shall be acquired upon reaching the 10th anniversary date of continuous employment in the bargaining unit). This longevity payment shall be added to base salary and shall be cumulative with the 8th year longevity payment. (at page 4)

7. **Salary, Paragraphs 1 and 2** - Delete in their entirety and replace with the following salary increases:


1.75% for those unit members who were employed during the 2010-2011 school year, effective 07/01/2011; 1% for those unit members who were employed during the 2011-2012 school year, effective 7/1/12, and 1.50% for those unit members who were employed during the 2012-2013 school year, effective 7/1/13.
(at page 4)

SO AGREED THIS th13 DAY OF JULY 2012 SUBJECT TO RATIFICATION BY THE
RESPECTIVE CONSTITUENCIES.

THE DISTRICT

BY: 
Dr. R. Lloyd Jaeger, Superintendent

THE MAA

BY: 
Karen Fitzgerald, MAA Unit President

AGREEMENT BETWEEN

THE MILLBROOK BOARD OF EDUCATION

and

THE MILLBROOK ADMINISTRATORS ASSOCIATION

July 1, 2006 - June 30, 2011

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act or Taylor Law), to encourage and increase effective and harmonious working relationships between the Millbrook Central School District Board of Education (hereinafter referred to as the "Board") and its professional personnel represented by the Millbrook Administrators Association/ESSAA (hereinafter referred to as the "Association"), and to enable the professional personnel to participate more fully in and contribute to the development of policies for the School District so that the cause of public education may best be served in the Millbrook Central School District, this agreement is made effective on the first day of July 2006 by and between the chief executive officer (hereinafter the "Superintendent"), the Board and the Association.

RECOGNITION

- A. This agreement governs the wages, salaries, hours, and terms and conditions of employment of all certified administrators in administrative positions hired by the District except the Superintendent and the Business Manager. The Board of Education of the Millbrook Central School District recognizes the Millbrook Administrators Association/ESSAA as the exclusive representative of the certified administrators in administrative positions in the Association for the purpose of negotiations regarding salary and conditions of employment, except for the Superintendent of Schools and the Business Manager.
- B. Such recognition shall extend for the period allowed by the Taylor Law.

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

SAVINGS CLAUSE

In the event any provision of this Agreement is or shall at any time be judged contrary to law in a Court of competent jurisdiction, said provision shall not bind either of the parties but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been part of this Agreement.

MEMBERSHIP DUES AND DUES DEDUCTION

1. The Board shall pay the cost of membership in two (2) professional associations of the Administrator's choice except for membership in an employee organization as defined by the Taylor Law.
2. The Board shall deduct from the salary of each Administrator who so authorizes in writing on an agreed-upon form, dues for membership in any appropriate professional organization so designated by the Administrator, and shall promptly transmit the deductions to the Empire State Supervisors and Administrators Association (ESSAA).
3. Deduction authorization 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.

EVALUATIONS

Each Association member shall receive an annual written evaluation from the member's immediate supervisor no later than August 31st. Before any evaluation is placed in an Association member's file, a conference shall be held between the member and the supervisor to discuss the evaluation.

WORKERS' COMPENSATION

Whenever an Association member shall be absent as a result of injury or disability arising out of and in the course of duty for which the member is entitled to a salary payment under Workers' Compensation Insurance, the Association member shall be paid his/her regular salary so long as the member has unused sick leave days. At the member's option, the District shall be entitled to receive Workers' Compensation advance salary reimbursement payments, whereupon sick leave days shall be reinstated on a pro-rated basis by using the relationship between the value of the per diem reimbursement and the cost of a day's sick leave. Following the exhaustion of personal sick leave days, the unit member shall be entitled to receive directly from Workers' Compensation any salary payments due him/her.

WORK YEAR

1. Work Year. All positions in the Association shall be twelve-month positions.
2. Vacations. All Administrators shall be entitled to twenty-five (25) vacation days per year and must use at least twenty (20) vacation days each year. All vacation days are

subject to the prior approval of the Superintendent, which approval shall not be unreasonably withheld nor revoked once granted.

Administrators may carry over five (5) unused vacation days each year to a maximum accumulation of fifteen (15) days. Administrators who have accumulated fifteen (15) days may convert up to five (5) days into cash during one first pay period in December upon giving notice of intent to do so by the preceding November 1st. The per diem rate of pay for the unused vacation days shall be 1/240th of annual compensation.

3. Unit members who have worked for at least five (5) years in the bargaining unit may convert up to ten (10) unused vacation days, that have been carried forward from past years, into cash upon retirement from the District to receive pension benefits from T.R.S., in the maximum amount of \$3,250.00.

Unit members who have worked for at least ten (10) years in the bargaining unit may convert up to fifteen (15) unused vacation days, that have been carried forward from past years, into cash upon retirement from the District to receive pension benefits from T.R.S., in the maximum amount of \$6,500.00.

From the time the employee gives notice of retirement, which shall be no less than ninety (90) days, unit members shall not be entitled to pay for vacation days that remain unused, except as provided for above, unless the Board determines that it is necessary for the administrator to work, in lieu of taking vacation entitlements.

LEAVES

1. Sick Leave. Each Administrator shall be entitled to eighteen (18) sick leave days per year with pay, cumulative to a maximum of 234 days, to be used only for illness. Up to five (5) sick days per year may be used for family illness.
2. Personal. Each member of the Association shall have five (5) personal leave days per year. Personal leave may be taken for personal matters including, but not limited to, religious observances. Except for emergencies, notice of personal leave shall be given reasonably in advance. Unused personal leave days shall be rolled over into accumulated sick leave.
3. Bereavement Leave. Each Administrator shall be allowed four (4) days per year for death in the employee's immediate family, defined as husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren and household member designated by the beginning of a semester. In the event of the death of an aunt or uncle, an employee shall be entitled to one (1) day leave of absence without loss of pay for said death, not chargeable to any other leave.

Additional bereavement leave may be granted to an Administrator at the discretion of the Superintendent.

4. Jury Duty. An Administrator shall be granted leave without loss of pay to perform jury duty. Such leave shall not be deducted from any other leave allowance. If an administrator is "on-call" and it is possible to travel to jury duty from work, she/he shall be required to report to work.
5. Military Leave. An Administrator shall be entitled to military leave in accordance with law.

SALARY

1. \$2,500.00 equity adjustment for all positions in the bargaining unit before applying the percent increase in each of the school years 2006-2007 through 2009-2010.
2. Percent increases as follows:

2006-2007	3.5%
2007-2008	3.5%
2008-2009	3.5%
2009-2010	3.5%
3. Doctoral Stipend: \$1,500.00 per year.
4. Longevity: \$2,000.00 per year after 10 continuous years of full-time service.
5. Performance Incentive: At the discretion of the Superintendent of Schools and with the approval of the Board of Education, performance grant awards of up to \$5,000.00 may be awarded to Administrators for previously approved projects, coursework, or incentives that directly benefit the Millbrook Central School District. Performance awards will not be added to the Administrator's base salary. Individual Administrators may apply for a performance incentive every two years, unless no other Administrator has applied for an award by December 1st of the District's fiscal year.

RETIREMENT INCENTIVE

Effective immediately, employees with a minimum of ten years of service in the District may qualify for a retirement incentive. Employees who provide the District with a minimum of six months advance notification of the intention to retire shall be eligible for a lump sum payment of \$8,500. Employees shall be permitted to qualify for the incentive only if they retire after having given the required six months' notice and only with effective dates of January 31 or July 31 of the appropriate year.

INSURANCE BENEFITS

1. Health Insurance. Unit members shall be entitled to be enrolled in the DEHIC Alternate PPO Plan. The Board shall contribute 92% of family insurance premium costs and individual insurance premium for unit members, except that the District's premium contribution on behalf of unit members hired on or after July 1, 2006 shall be 85%, until tenure is conferred, whereafter the District will contribute 90% towards individual and family premium costs. For those unit members who elect to participate in the CHP or MVP individual health insurance plans, the District shall pay up to the dollar amount the District pays for individual unit members enrolled in the DEHIC Alternate PPO Plan, and for those unit members who elect to participate in the CHP or MVP family health insurance plans, the District shall pay the dollar amount the District pays for unit members in the DEHIC Alternate PPO Plan for family health insurance and the unit member(s) shall pay any cost exceeding such amount.

How do
we handle
this?
*

The Board will reimburse the Alden Place Principal the difference in the prescription drug costs expended by him due to the change in Health Plans from the DEHIC PPO to the DEHIC Alternate PPO.

2. Section 125 Plan. The District shall provide a Section 125 Internal Revenue Code Flexible Benefits Plan for members of the negotiating unit.
3. Retiree Health Insurance. The Board shall contribute to health insurance premiums for retired administrators at the same rate paid active administrators.
4. Dual Health Insurance Restriction. As soon as is practicable, unit members whose spouses are also employed by the district shall be prohibited from enrolling in a second family coverage or an individual coverage under the district's health insurance plan if the spouse is enrolled for family coverage. Nothing shall preclude each spouse from enrolling for individual coverage under said health insurance plan. Where a dual coverage is given up due to the operation of this provision, an annual health insurance buy-out in the amount of \$1,500 shall be paid to the affected unit member.
5. Voluntary Health Insurance Buy-out. Each year, unit members who are otherwise health insured may opt out from coverage in the District's health insurance plan upon filing written notice of exercising this option, including proof of other health insurance, by June 1 of each year, effective July 1 of each year. The payment for opting out shall be \$900 for up to two (2) administrators exercising this option, and shall be \$1,200 for three (3) or more administrators exercising this option.

Unit members who opt out of the District's health insurance plan shall be obligated to annually inform the District, in writing, whether or not he/she will be opting out

for the next following school year. In the event such notification is not made, the District shall not be obligated to carry such unit member as covered under the plan.

Re-entry shall be allowed at any time subject only to the rules governing the health insurance plan(s). Upon re-entry, the unit member shall reimburse the district on the basis of 1/12th of the payment made for each year of this Agreement, for each of those months remaining in the school year during which the District's insurance plan(s) will provide coverage.

The buy-out option payment shall be made in equal monthly installments to begin in the administrator's first paycheck in July of the applicable school year.

New hires may opt-out within thirty (30) days of hire for a pro-rated amount of the buy-out.

6. Dental Insurance. The District shall provide dental insurance to all unit members as is currently provided to other professional employees of the District.
7. Life Insurance. Effective July 1, 1999, the District shall provide a group term life insurance policy covering each unit member with a face value equal to the amount of the individual unit member's salary rounded up to the nearest \$10,000.

GRIEVANCE PROCEDURE

1. A grievance is a claim by any person or group of persons in this Association based upon any event or condition affecting the terms and conditions of their employment as contained in this contract.
2. All grievances shall be in writing and shall include the name and position of the aggrieved party, the identity of the provisions of this agreement involved in the said grievance, the time and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for the causing of the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
3. No grievance shall be entertained unless signed by the individual or individuals aggrieved.
4. Except for informal decisions, all grievances shall be rendered in writing at each step of the grievance procedure and promptly transmitted to the grievant and the Association.
5. If a grievance affects a group of persons and appears to be associated with systemwide policies, it may be submitted by the Association directly to the Chief Executive Officer.

6. No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
7. No grievance will be entertained as described below and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within fifteen (15) school days after the aggrieved party knew or should have known the act or condition upon which the grievance is based.

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

Failure at any stage of the grievance procedure of the responsible school officer to communicate a decision to the aggrieved party, his representative and the Association, shall not bar the immediate processing of the grievance to the next step within the applicable time limits.

Failure of any party to participate in the duly scheduled hearing in any stage of this procedure shall not delay disposition of the grievance.

STEPS OF THE GRIEVANCE PROCEDURE

1. The aggrieved party shall discuss his/her grievance with the Superintendent in an attempt to adjust any matter in dispute prior to the filing of the written grievance. If the grievance is not resolved in this informal discussion, it shall be reduced to writing and presented to the Superintendent within five (5) school days after the date upon which the grievance arose.

Within five (5) school days after a written grievance is presented to the Superintendent, he/she shall render a written decision thereon and shall present it to the aggrieved and forward a copy to the Association. The grievant shall be afforded an opportunity to have an oral hearing with the Superintendent in the presence of an Association representative within this five day period. Failure of the grievant to avail himself/herself of this opportunity shall not act to delay the rendering of a decision.

2. If the aggrieved party is not satisfied with the written decision at the conclusion of Step One, she/he may within ten (10) school days after receipt of this written decision file an appeal with the Clerk of the Board. This appeal shall contain copies of the written grievance filed at Step One and the answers thereto. It shall also contain a statement from the aggrieved party of the reasons for the appeal. At the Association's option, if the grievant is not satisfied with the Step 1 decision, the Association may submit the grievance to advisory arbitration by written notice to the

Board within fifteen (15) school days pursuant to American Arbitration Association rules. All costs of the arbitration shall be borne equally by the parties.

Within ten (10) school days after receipt of an appeal, the Board or a subcommittee thereof shall hold a hearing on the grievance. The hearing shall be conducted in executive session and shall not be open to any person not a party to the grievance.

Any grievant may have Association representation at this stage if she/he so desires.

Within ten (10) school days after the conclusion of the hearing, the Board or its subcommittee shall render a decision in writing on the grievance to the aggrieved party, the Superintendent of Schools and the Association, such decision shall be final and binding.

In the event of advisory arbitration, within ten (10) school days of receipt, the Board shall meet to consider the advisory award and render its written decision. Such decision shall be final and binding.

TRAVEL AND OTHER EXPENSES

Reasonable expenses incurred in connection with school or job related activities or meetings shall be reimbursable. Travel expenses shall be paid at the rate permitted by IRS regulations.

HOLIDAYS

Administrators shall be entitled to the following paid holidays that fall within their scheduled year of employment:

Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Columbus Day	Day Before New Year's Day
Veteran's Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day After Thanksgiving Day	President's Day
Memorial Day	Good Friday

STAFFING

Any major changes in the pattern of the District administrative organization shall be discussed with due consideration in the Administrative Council prior to decision.

PROBATIONARY ADMINISTRATORS

Any probationary administrator who is dismissed shall be notified regarding the reasons for termination in accordance with New York Education Law. Such administrator shall be given an opportunity to present his/her case to the Board with the Superintendent present.

PERSONNEL FOLDER

The District shall maintain one personnel folder for each Association member.

Written complaints which are directed to the Superintendent or Board regarding any administrator shall be promptly called to the administrator's attention, and the administrator shall be afforded an opportunity to reply to the same. No derogatory complaint letter or report shall be placed in the administrator's file without the administrator's knowledge. The administrator shall be given a reasonable opportunity to discuss the matter with the complainants.

No material derogatory to an administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the administrator has an opportunity to review the material. The administrator will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed 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 material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

Administrators, individually or accompanied by an Association representative, will have the right, upon request, to review and make copies of the contents of their personnel files. No administrator shall be shown confidential recommendations received from sources outside the school system or within the school system at the time of appointment, promotion or contemplated promotion.

MISCELLANEOUS

1. Pursuant to the requirements of Section 207B of the Public Employees Fair Employment Act, the Association affirms that it does not assert the right to strike against any government or division thereof, to assist or participate in any strike or impose an obligation to conduct, assist, or participate in such a strike.
2. This contract shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.
3. Annual salary notices, including all specifics, shall be issued within three weeks of the ratification of this Agreement and by July 1 of each subsequent year.

4. Administrators will not be required to report to work with the approval of the Superintendent, which approval shall not be unreasonably withheld, on days when schools are closed due to inclement weather or when an Association member notifies the Superintendent of dangerous road conditions due to inclement weather.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2006 and shall expire on June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized respective representatives on this 21st day of August, 2006.

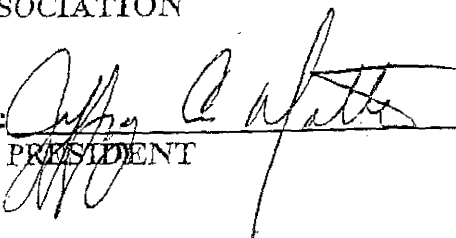
MILLBROOK CENTRAL SCHOOL
DISTRICT

BY:


SUPERINTENDENT OF SCHOOLS

MILLBROOK ADMINISTRATORS
ASSOCIATION

BY:


PRESIDENT

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE MILLBROOK CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and **MILLBROOK ADMINISTRATORS ASSOCIATION**, hereinafter referred to as "the Association";

WHEREAS, the District and the Association believe it to be in their mutual interest to modify paragraph "A" of the Recognition provision of the parties' 2006-2011 Collectively Negotiated Agreement to read as follows:

"This agreement governs the wages, salaries, hours, and terms and conditions of employment of all certified administrators in administrative positions hired by the District, except for the Superintendent, the Business Manager and the Assistant Superintendent for Curriculum, Instruction and Pupil Personnel Services. The Board of Education of the Millbrook Central School District recognizes the Millbrook Administrators Association/ESSAA as the exclusive representative of the certified administrators in administrative positions in the Association for the purpose of negotiations regarding salary and conditions of employment, except for the Superintendent of Schools, the Business Manager and the Assistant Superintendent for Curriculum, Instruction and Pupil Personnel Services." (At page 1.)

This Supplemental Memorandum of Agreement shall become effective immediately and incorporated into the terms of the parties' successor Collectively Negotiated Agreement.

SO AGREED this 14 day of May, 2010.

THE DISTRICT

BY: 

Dr. R. Lloyd Jaeger
Superintendent of Schools

THE ASSOCIATION

BY: 

Brian Fried
Association President

