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#### Contract Database Metadata Elements

Title: **Mahopac Central School District and Association of Mahopac Administrators (2003) (MOA)**

Employer Name: **Mahopac Central School District**

Union: **Association of Mahopac Administrators**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/08**

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GEN 19647

AGREEMENT

Between

ASSOCIATION OF MAHOPAC ADMINISTRATORS

Mahopac Central School District  
Mahopac, New York

And

BOARD OF EDUCATION

Mahopac Central School district  
Mahopac, New York

Memorandum of Agreement

**RECEIVED**

FEB 25 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

July 1, 2003 - June 30, 2008

REVISED  
March 31, 2005

16

TABLE OF CONTENTS

ARTICLE I : .....	3
REGONITION .....	3
ARTICLE II : .....	3
MANAGEMENT RIGHTS .....	3
ARTICLE III:.....	4
COLLECTIVE NEGOTIATIONS .....	4
ARTICLE IV .....	5
WORKING CONDITIONS .....	5
Sick Leave .....	5
Personal Leave.....	5
Vacation Leaves.....	5
Child Care Leave .....	5
Military Leave .....	6
Special Leaves .....	6
Administrator Files .....	7
Special Approved Absences .....	8
ARTICLE V.....	9
INSURANCE .....	9
ARTICLE VI .....	11
Attendance at Conferences, Workshops/Professional Development.....	11
ARTICLE VII .....	12
LONGEVITY PROVISION .....	12
ARTICLE VIII.....	13
GRIVEVANCE PROCEDURE .....	13
SALARY SCHEDULE.....	14
DURATION OF AGREEMENT .....	17

EMPLOYEE LISTING BY EMPLOYEE TYPE

\*Displaying Primary Values

EMP#	EMPLOYEE NAME	STAT	TYPE	BLDG	DEPT
<b>ADM12 - ADMINISTRATORS-12 MONTH</b>					
1953	ANGIOLI, ANNA M	ACT	ADM12	MS	AMA
1934	BILYEU, TROY R	ACT	ADM12	HS	AMA
4204	CHADWICK JR, GARY F	ACT	ADM12	FR	<N/A>
1203	DEALLEAUME, CAROL	ACT	ADM12	FALLS	AMA
2238	GURKIN, IRA	ACT	ADM12	MS	AMA
1361	HATT, ANDREW J	ACT	ADM12	HS	<N/A>
2892	HORVITZ, HELEN	ACT	ADM12	MS	AMA
4396	LEFEVER, JUDITH	ACT	ADM12	DO	S ED
3478	LJUMIC, APRIL J.	ACT	ADM12	HS	<N/A>
3581	MCTERNAN, KATHLEEN	ACT	ADM12	HS	PSY
1565	MEYER, ROBERT O	ACT	ADM12	AR	<N/A>
1566	MIELE, FRANK J	ACT	ADM12	HS	<N/A>
3843	PAPANDREA, JEAN	ACT	ADM12	SECOR	AMA
3397	PEASE, ADAM	ACT	ADM12	HS	<N/A>
1182	PONTILLO, JENNIFER A	ACT	ADM12	LV	<N/A>
2221	TRUMMER, AARON J	ACT	ADM12	HS	<N/A>
<b>TOTAL NUMBER OF EMPLOYEES:</b>					<b>16</b>
<b>GRAND TOTAL:</b>					<b>16</b>

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**ARTICLE I:**

**REGOGNITION**

The Board of Education, hereinafter referred to as the "Board", recognizes the Association of Mahopac Administrators, hereinafter referred to as the "AMA" or "Association", including Principals, Assistant Principals, , , Director of Secondary Special Education, Director of Elementary Special Education, Summer School Principal, Director of Athletics Physical Education and Health, as the exclusive representative for the purposes of administration of grievances arising under the terms and conditions of employment hereinafter set forth and pursuant to the Public Employees Fair Employment Act.

The term "administrator" when used hereinafter in the Agreement shall refer to all employees represented by the AMA in the bargaining or negotiating unit as above defined.

**ARTICLE II:**

**MANAGEMENT RIGHTS**

Subject to the terms of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the Superintendent reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, manage, supervise and to determine and administer educational policy and to direct the professional staff including the administrators to hire, fire and discipline, reduce the work force and allocate their activities as the needs of the District dictate, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or the Superintendent under governing laws, ordinances, rules and regulations as set forth in the laws of the State of New York.

**ARTICLE III:**

**COLLECTIVE NEGOTIATIONS**

The Board and the Association agree to negotiate in good faith in an effort to reach a mutually satisfactory Agreement on the terms and conditions of employment of administrators. Negotiated agreements arrived at shall be reduced to writing and signed by the parties.

Negotiations for a future contract shall commence no later than February 1st of the last year of this Agreement. All negotiation meetings shall be held at a mutually convenient place, time and date.

The Board and the Association may be represented by teams of negotiators. Neither party shall have any control over the selection of the negotiators or bargaining representatives of the other party.

The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining subject only to ratification. No final agreement between the parties may be executed without ratification between the Board and the AMA.

The Board agrees to furnish to the negotiating committee of the AMA, in accordance with its reasonable request, information relative to the financial resources of the District and/or information relative to salaries, hours and other terms and conditions of employment of teachers which is necessary for the AMA to carry out its function as the negotiating agent, provided that such information is available to the Board.

The Board agrees not to negotiate with any individual employee, employee group or organization other than the Association regarding the terms and conditions of employment of employees represented by the Association, without permission of the Association.

## ARTICLE IV

### WORKING CONDITIONS

#### Sick Leave

Each administrator will receive one day per month for personal sick leave in his / her initial year of employment. Thereafter, each administrator shall be credited with fifteen days annually on July 1. Sick leave may be accumulated without limitation.

Sick Days	Current	2003-04	2004-05	2005-06	2006-07	2007-08
Initial Yr.	1 per month	1 per month	1 per month	1 per month	1 per month	1 per month
After 1 Yr	15 (July 1)	15 (July 1)	15 (July 1)	15 (July 1)	15 (July 1)	15 (July 1)

#### Personal Leave

Each administrator may be allowed up to two days per year, non-cumulative, for personal leave without reason and two days per year, non-cumulative, personal leave with reason. Each personal day must have the prior approval of the Superintendent of Schools. Such action is not subject to the grievance procedure outlined in this agreement.

Personal Day	Current	2003-04	2004-05	2005-06	2006-07	2007-08
W/Reason	0	2	2	2	2	2
Wo/Reason	2	2	2	2	2	2

#### Vacation Leaves

Each administrator will be allowed a maximum of twenty-five (25) days per year, excluding legal holidays and religious holidays when school is not in session. All administrators must have their vacation schedules approved in advance by the Superintendent of Schools. Vacation days may not be accumulated from year to year, except by special permission.

Type	Current	2003-04	2004-05	2005-06	2006-07	2007-08
Vacation	25	25	25	25	25	25

#### Vacation Day Carryover

No more than five (5) vacation days may be carried over at year end. At the start of each school year, September 1, each administrator shall have no more than 30 vacation days.

#### Vacation Day Buyout Upon Retirement / Separation from District

Upon Retirement / Separation from District no more than 30 days of accumulated vacation days may be cashed-in.



### Child Care Leave

A leave of absence without pay may not be refused for childcare. Such leave must commence no later than ninety (90) days following the birth or adoption of a child. An administrator must make a request for childcare leave at least three (3) months prior to the effective date. Childcare leave is not to exceed two (2) years and is terminable only in February or September unless waived by the Board. The administrator shall give notice of his or her intention to return to employment in writing to the Superintendent by March 31 preceding the following September and by August 31 preceding the administrator's return to employment in February.

Administrators returning from childcare leave shall retain all sick days accumulated prior to the granting of such leave.

### Military Leave

Military leaves of absence without pay shall be granted to any administrator who shall enter into active military service of the United States as defined by Military Law, Section 243. Administrators on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system, and all accumulated sick leave days acquired prior to entry into service will be reinstated.

### Special Leaves

The Superintendent of Schools will entertain requests for other leaves without pay. Permission for such leaves will only occur with the consent of the Board of Education.

### Personal Property Liability

The Board shall reimburse administrators who suffer loss, damage or destruction of personal property when such damage occurs on the premises of the school district and as a result of the performance of their duties provided:

1. The administrator suffers such loss without fault or negligence on his or her part and,
2. Reimbursement will be limited to the amount by which the damage exceeds insurance coverage maintained by the administrator when the loss is covered by an insurance company, but in any event reimbursement will not exceed \$1,000 per occurrence.
3. Proof of damage and determination of the amount of damage will be in accordance with standard insurance practices for settlement of such claims notwithstanding that no insurance may be in effect on the damaged property.

**Summer School Principal**

Type	Current	2003-04	2004-05	2005-06	2006-07	2007-08
Summer School Principal	7,000	7,000	To be negotiated if Summer School Continues			

**Night School Administrator**

Type	Current	2003-04	2004-05	2005-06	2006-07	2007-08
Night School Administrator		Per diem of administrator (240 days) 7.5 Hr day basis To determine Hourly Rate				

**Professional Association Dues**

The Board shall reimburse each administrator for professional association dues up to \$600.

**Administrator Files**

All administrator files shall be maintained under the following circumstances:

1. No material shall be placed in the administrator's professional file unless the administrator has had an opportunity to read the material. The administrator shall acknowledge that he or she has read evaluative materials by affixing his or her signature or initials and the date on the actual copy to be filed immediately with the understanding that such signature merely signifies that he or she has read the material to be filed. Such signature does not necessarily indicate agreement with its contents.

2. The administrator shall have the right to answer any material filed and his or her answer shall be forwarded for filing in his or her professional folder to the Superintendent. Such answer shall be made within five (5) working days of the date on which the material was initialed by the administrator.

3. By appointment made in advance, each administrator shall be given free access to his or her professional file in the presence of the Superintendent or his designee.

4. References and information obtained in the process of evaluating the administrator for employment shall be kept in a separate file in the District office.

5. The administrator shall be furnished a reproduction of any material in his or her professional file within three (3) days of such a request. Cost of reproduction shall be borne by the requester.

Special Approved Absences

The following special absences are approved as specified without loss of pay and are nondeductible from cumulative allowance.

1. ~~Death of immediate family~~ - absence approved from time of death through day of burial.
2. Jury duty - notice of jury duty must be submitted to the Superintendent. The jury fee, less specific expenses, shall be returned to the District. Every effort shall be made by the administrator to have such duty scheduled during school vacations.
3. Court and/or governmental agency appearance - the number of days necessary will be approved if one of the following conditions exists:
  - a. The School District is involved and the administrator is subpoenaed as a party or witness to the action.
  - b. The administrator is subpoenaed to appear as a witness to testify to facts and/or testimony of general interest before Federal, State or County jury.
  - c. The administrator is subpoenaed to appear before any Federal, State, County, Town or Village agency and is not subsequently convicted of the crime under investigation for which the subpoena has been issued. Before compensation for the time is approved the subpoena answered must be presented to the Superintendent along with a statement of the amount of time, which was expended pursuant to the subpoena.

Special Approved Absences (cont)

4. Whenever an administrator is temporarily absent from duty because of an injury caused by an accident or assault occurring in the course of his or her employment, he/she will use personal sick leave in the first instance. When the case is accepted by the Workmen's Compensation Board, the sick leave used shall be fully restored on a day by day basis.
5. Serious illness to immediate family - Serious illness applies to immediate family and shall be construed to mean any illness or injury, which a doctor considers to be of such a nature as to require the employee's absence. The administrator may be required to submit a written statement, using the Mahopac Central School District Certification of Health Care Provider, explaining such absence and substantiated by a doctor's certificate when such absence extends beyond three (3) consecutive days. Immediate family includes administrator's spouse, children, parents, law sister, brother, grandparent, or any person for whose health and safety the administrator is primarily responsible.
6. Quarantine -- Administrators absent by reason of quarantine imposed by a doctor's order due to illness caused by a contagious disease of a resident member of the household will submit a doctor's certificate explaining the order. Absence will be approved for the duration of the quarantine.
7. An administrator may request paid leave for circumstances and hardships not covered above. Approval of such leave is at the sole discretion of the Superintendent and is not subject to the grievance procedure below.

**ARTICLE V**

**INSURANCE**

1. Unit members shall contribute **11%** towards health insurance premiums. All retirees as of 2003-04 will remain at the **5%** contribution level for health insurance coverage.

Health Contribution	2003-04	2004-05	2005-06	2006-07	2007-08
Active	<b>11%</b>	<b>11%</b>	<b>11%</b>	<b>11%</b>	<b>11%</b>
Retiree	<b>5%</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>

2. Unit members who may annually decline participation in the district health insurance plan shall be paid for the declination of family or individual coverage
- a. A member declining **FAMILY** health coverage and opting for **NO HEALTH COVERAGE** provided by the District shall receive payments as set forth below. The annual declination payment shall be:

Year	Decline Family Opting for NO Health Coverage
2003-04	\$3,500
2004-05	\$3,600
2005-06	\$3,600
2006-07	\$3,700

- a. A member declining **FAMILY** health coverage and opting for **INDIVIDUAL COVERAGE** provided by the District shall receive payments as set forth below. The annual declination payment shall be:

Year	Decline Family Opting for Individual Coverage
2003-04	\$2,000
2004-05	\$2,100
2005-06	\$2,100
2006-07	\$2,200

**EMPLOYEE CONTRIBUTORY BENEFIT PLANS**

- a. Tax Deferred Annuity Deduction -- The Board agrees to do all that it deems necessary to provide unit members subject to this Agreement a payroll deduction for the right to benefits under tax-sheltered annuity programs. The Board shall not be obligated to accept salary reduction agreements for more than twenty-one (21) such programs. Activation of such payroll deductions shall commence or be altered or discontinued at any time. A list of TSA dates for the school year will be provided to all unit members in September.
- b. Voluntary Employee Medical Assistance (VEMA) -- The District shall provide payroll deduction for VEMA (Voluntary Employee Medical Assistance) as soon as a plan becomes available.
- c. 457 Plan -- A 457 Plan will be available to all unit members.
- d. 125 Plan -- A 125 Cafeteria Plan will be available to all unit members

**Welfare Fund / Life Insurance/ Disability Insurance**

Welfare Fund	Current	2003-04	2004-05	2005-06	2006-07	2007-08
	2,300	2,300	2,300	2,300	2,300	2,300

Disability Plan-The Board shall provide funds annually to the AMA for the purchase of the Disability Insurance Plan for all AMA members.

Life Insurance. The Board shall provide face value group term life insurance face value 2.5-x current salary.

## **ARTICLE VI**

### **Attendance at Conferences, Workshops/Professional Development**

Upon approval of the Superintendent of Schools, administrators may attend educational or professional meetings or conferences that would be beneficial to the professional growth of the administrator. All requests will be submitted to the Superintendent of Schools in writing. All costs to be reimbursed will be agreed upon in advance between the administrator and the Superintendent of Schools.

Association members shall be eligible for 50% tuition reimbursement for up to twelve hours of graduate work annually, provided that the course work is directly associated with his or her professional assignment. Requests for approval must be submitted to the Superintendent in advance of registration. Determination as to the appropriateness of any course shall rest solely with the Superintendent. The total of this benefit shall not exceed twenty thousand dollars (\$20,000) annually.

## ARTICLE VII – LONGEVITY AND RETIREMENT ALLOWANCE

### LONGEVITY PROVISION

Longevity payments for members of the bargaining unit shall be as follows during the term of this agreement:

1. Twenty Years of Service **\$2,500** (minimum of 5 years as an educator in Mahopac)
2. Twenty-five Years of Service an additional **\$2,000** (total of **\$4,500**) after (minimum of 10 years as an educator in Mahopac).
3. Thirty Years of Service an additional **\$1,5000** (total of **\$6,000**) (minimum of 15 years as an educator in Mahopac).

Longevity	Current	2003-04	2004-05	2005-06	2006-07	2007-08
Twenty-Yrs (20 yrs)	2,500	2,500	2,500	2,500	2,500	2,500
<u>Twenty-Five (25 yrs)</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>
Accumulated Total:	4,500	4,500	4,500	4,500	4,500	4,500
Thirty-Yrs (30 yrs)	1,500	1,500	1,500	1,500	1,500	1,500
Accumulated Total:	6,000	6,000	6,000	6,000	6,000	6,000

## **ARTICLE VIII – GRIVEVANCE PROCEDURE**

### **GRIVEVANCE PROCEDURE**

“Grievance” is defined as a claim by an administrative member of this unit that there has been a violation, misinterpretation or misapplication of the provisions of the negotiated agreement between the Board and the AMA.

1. Level One - An AMA member with a grievance shall first discuss it informally with his immediate supervisor either individually or with an AMA representative.
2. Level Two - In the event that the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within five (5) days from the receipt of the grievance by the immediate supervisor, the AMA member shall refer the grievance to the Superintendent of Schools.
3. The Superintendent shall, within five (5) days of receipt of the grievance, conduct a hearing concerning the grievance. The aggrieved shall be notified in writing as to the time, place and date of the hearing. The hearing shall include the aggrieved person, his representative, the Superintendent and any others who may be needed to give information as to the claim. Within five (5) days of the conclusion of the hearing, the Superintendent shall issue his decision, in writing, to the aggrieved person as to the disposition of the claim.
4. Appeals may be made to the Board of Education. The decision of the Board is final.



**ARTICLE IX - COMPENSATION**

**SALARY SCHEDULE**

1. The Association of Mahopac Administrators agrees to the following salary adjustments as set forth below:

**Administrators On Salary Schedule**

High School Principal						
% of Range	Step	2003-04	2004-05	2005-06	2006-07	2007-08
0%	1	124,500	127,500	130,500	133,500	136,500
14%	2	126,600	129,674	132,750	135,828	138,910
17%	3	127,050	130,139	133,232	136,327	139,426
25%	4	128,250	131,381	134,517	137,658	140,803
33%	5	129,450	132,623	135,803	138,988	142,180
50%	6	132,000	135,263	138,534	141,815	145,106
100%	7	139,500	143,025	146,568	150,131	153,713
Range						
		15,000	15,525	16,068	16,631	17,213

Middle School Principal						
% of Range	Step	2003-04	2004-05	2005-06	2006-07	2007-08
0%	1	118,200	121,200	124,200	127,200	130,200
14%	2	120,300	123,374	126,450	129,528	132,610
17%	3	120,750	123,839	126,932	130,027	133,126
25%	4	121,950	125,081	128,217	131,358	134,503
33%	5	123,150	126,323	129,503	132,688	135,880
50%	6	125,700	128,963	132,234	135,515	138,806
100%	7	133,200	136,725	140,268	143,831	147,413
Range						
		15,000	15,525	16,068	16,631	17,213

Elementary Principal						
% of Range	Step	2003-04	2004-05	2005-06	2006-07	2007-08
0%	1	112,000	115,000	118,000	121,000	124,000
14%	2	114,100	117,174	120,250	123,328	126,410
17%	3	114,550	117,639	120,732	123,827	126,926
25%	4	115,750	118,881	122,017	125,158	128,303
33%	5	116,950	120,123	123,303	126,488	129,680
50%	6	119,500	122,763	126,034	129,315	132,606
100%	7	127,000	130,525	134,068	137,631	141,213
Range						
		15,000	15,525	16,068	16,631	17,213

Assistant Principals						
% of Range	Step	2003-04	2004-05	2005-06	2006-07	2007-08
0%	Base	96,000	99,000	102,000	105,000	108,000
14%	2	98,100	101,174	104,250	107,328	110,410
17%	3	98,550	101,639	104,732	107,827	110,926
25%	4	99,750	102,881	106,017	109,158	112,303
33%	5	100,950	104,123	107,303	110,488	113,680
50%	6	103,500	106,763	110,034	113,315	116,606
100%	7	111,000	114,525	118,068	121,631	125,213
<b>Range</b>						
		15,000	15,525	16,068	16,631	17,213

Directors of Secondary and Elementary Special Education (Revision 3/31/05)

Director of Elementary / Secondary Special Education						
% of Range	Step	2003-04	2004-05	2005-06	2006-07	2007-08
0%	Base	112,000	115,000	<b>118,000</b>	121,000	124,000
14%	2	113,400	116,449	119,500	<b>122,552</b>	125,607
17%	3	113,700	116,760	119,821	122,885	<b>125,951</b>
25%	4	114,500	117,588	120,678	123,772	126,869
33%	5	115,300	118,416	121,535	124,659	127,787
50%	6	117,000	120,175	123,356	126,544	129,738
100%	7	122,000	125,350	128,712	132,087	135,475
<b>Range</b>						
		10,000	10,350	10,712	11,087	11,475

## **Administrators Not of Salary Schedule**

<b>Administrators Not On Grid</b>		<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Robert Meyer	Austin Rd. Principal	116,650	120,981	125,403	131,415	143,313
Andrew Hatt	AP High School	103,000	108,174	111,732	117,158	121,680
Frank Mielie	Athletic Director	105,100	108,639	113,017	118,488	124,606

2. Salary Adjustments: the following additions to the salary schedule shall apply to those eligible members of the bargaining unit:

<b>Salary Adjustments</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Tenure	1,800	1,800	1,800	1,800	1,800
Doctorate	1,800	1,800	1,800	1,800	1,800
Total:	3,600	3,600	3,600	3,600	3,600

3. The Superintendent may withhold a salary increase for any unit member who has received two consecutive yearly unsatisfactory evaluations. If after the third year the administrator is evaluated as unsatisfactory the District must either bring 3020-a charges or grant negotiated salary increases.
4. Administrators shall be evaluated using a mutually agreed upon process between the Superintendent and the Association of Mahopac Administrators.
5. The Superintendent reserves the right to freely place newly hired administrators on the salary grid.

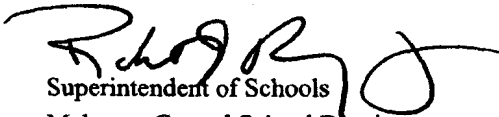
**DURATION OF AGREEMENT**

The employees agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and agree that negotiations will not be reopened on any item, whether contained herein or not, except by consent of both parties, during the life of this Agreement. Any Board policies unaltered or unchanged by the language of this Agreement shall remain in force, and it shall be the prerogative of the Board to initiate and announce new policies not affecting or changing matters contained in this Agreement.

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing funds therefore, shall not become effective until the appropriate legislative body has given approval.

This Agreement shall become effective as of July 1, 2003 and shall continue in effect for five (5) years until the 30th day of June 2008. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE DISTRICT

  
Superintendent of Schools  
Mahopac Central School District

FOR THE ASSOCIATION

  
President  
Association of Mahopac Administrators

Dated: 3/31/05

