



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Longwood Central School District and Middle Island Administrators Association (2014)**

Employer Name: **Longwood Central School District**

Union: **Middle Island Administrators Association**

Local:

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

Expiration Date: **06/30/2018**

PERB ID Number: **5612**

Unit Size: **33**

Number of Pages: **36**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AD / 5612

AGREEMENT

-between-

MIDDLE ISLAND ADMINISTRATORS' ASSOCIATION

and

LONGWOOD CENTRAL SCHOOL DISTRICT

7/1 6/30
2014-2018

TABLE OF CONTENTS

1.	Preamble	1
2.	Agreement	1
3.	Recognition	1-2
4.	Terms (Definitions)	2
5.	Negotiation Procedures	3
6.	Work Schedule	3
7.	Vacation	4-5
8.	Building Level Practices and Personnel	5
9.	Professional Aspects	5-6
10.	Protection of Administrators	6
11.	Insurance and Physical Examination	6-8
12.	Sick Leave	9
13.	Personal Leave	9-11
14.	Conferences	11
15.	Administrator Files	11-12
16.	Curriculum	12
17.	Agency Fee	12-13
18.	Professional Relations Committee	13
19.	District Policy	13
20.	Vacancies	13-14
21.	Transfers	14
22.	Professional Security	14-15
23.	Payroll Deductions	15
24.	Duties	15
25.	Salaries	16-18
26.	Legal Defense	18
27.	Mileage	18
28.	Grievance Procedure	18-20
29.	Fair Practices	20
30.	Interpretation	20
31.	No Strike Pledge	20
32.	Duration and Conformity to Law	21
33.	Signatures	21
34.	Appendix A - Exhibit 1(Health), Exhibit 2 & 3 (Dental)	22-28
35.	Appendix B - Sick Bank	29-30
36.	Appendix C - Salary Schedule	31-34

1. **Preamble**

The LONGWOOD CENTRAL SCHOOL DISTRICT and the MIDDLE ISLAND ADMINISTRATORS' ASSOCIATION recognize that the development of education programs of the highest quality for the benefit of the students and the community is a common responsibility which can be best attained when each group appropriately utilizes the ability, experience, creativity, and judgment of the other.

2. **Agreement**

Pursuant to the provision of Chapter 392 of the Laws of 1967 of the State of New York, this agreement is made and entered into as of the ___ day of _____, 2015, for the period (July 1, 2014 – June 30, 2018), by and between the LONGWOOD CENTRAL SCHOOL DISTRICT and the MIDDLE ISLAND ADMINISTRATORS' ASSOCIATION.

3. **Recognition**

3.1 The District hereby recognizes the Middle Island Administrators' Association as the exclusive and sole bargaining representative for each of the following positions:

- 3.1.1 Principals
- 3.1.2 Assistant Principals
- 3.1.3 Director of Health, Physical Education and Athletics
- 3.1.4 Director of Technology and Information Systems
- 3.1.5 Director of Compensatory Education
- 3.1.6 Director of Special Education
- 3.1.7 Director of Secondary Special Education
- 3.1.8 Director of Elementary Education
- 3.1.9 Director of Elementary and Pre School Special Education
- 3.1.10 Director of Secondary Education
- 3.1.11 Director of Fine Arts
- 3.1.12 195 Day Elementary Assistant Principals

- 3.1.13 Administrators or Directors whose functions are equivalent to any of the above stated Administrative or Director positions.
- 3.2 The District agrees not to change the title or duties of the Association members without notification to and consultations with the Middle Island Administrators' Association to make their views and positions known to the District concerning such changes.
- 3.3 The District agrees not to create additional titles that may be considered within the realm of Association membership without first notification to and consultation with the Middle Island Administrators' Association to make their views and position known to the District concerning such changes.
- 3.4 Nothing herein shall be deemed to waive any rights that the Middle Island Administrators' Association or any member thereof may assert if it is believed that any legal rights are violated by any such proposed personnel action by the District.

4. **Terms**

- 4.1 The word "Association" as used in this agreement shall mean the MIDDLE ISLAND ADMINISTRATORS' ASSOCIATION.
- 4.2 The word "District" as used in the agreement shall mean the LONGWOOD CENTRAL SCHOOL DISTRICT, Town of Brookhaven, County of Suffolk, State of New York.
- 4.3 The word "Administrators" shall mean all certified and/or legally employed personnel filling positions described in the Recognition Clause.
- 4.4 A domestic partnership is one in which you and your partner are 18 years of age or older, unmarried and not related by marriage or blood in a way that would bar marriage, living together, involved in a lifetime relationship and financially interdependent. The partners must be each others sole domestic partner and must have been in the partnership for six months and be able to provide proof of shared residency and financial interdependence.

An administrator may voluntarily register his/her domestic partner with the district in advance by supplying documentation as outlined in the above paragraph for the purpose of accessing Articles XI, XII and XIII. If that individual is not registered as a domestic partner, the administrator will have to provide the above documentation to prove that relationship before accessing the abovementioned sections.

5. **Negotiation Procedures**

5.1 Negotiations for a successor agreement shall be initiated at any time after November 1 of the last year of the contract, upon the request of either party. A mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request.

6. **Work Schedule**

6.1 The administrators' work year is twelve (12) months, except for 195 Day Elementary Assistant Principals who shall work 195 days.

6.2 Administrators shall be entitled to all holidays specified below:

Independence Day	Labor Day
Yom Kippur	Rosh Hashanah (2)
Columbus Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Year's Day
Martin Luther King's Birthday	Presidents' Day
Holy Thursday*	Good Friday* or *Passover (2)
Memorial Day	

*An employee may substitute Passover for Holy Thursday and Good Friday.

6.3 Representatives of the Middle Island Administrators' Association shall be full participants and advisors at all meetings of representatives of various groups to determine the school calendar each year. The Middle Island Administrators' Association will appoint its representatives.

6.4 During July and August administrators shall work a four-day workweek effective the first Friday of July and continuing for seven consecutive Fridays. Any day taken off during the four day week shall be charged as one day.

6.5 Snow Days/Emergency Closings

In the event school and offices are closed due to snow or an emergency, unit members will not be required to be in attendance and will not be charged with the day. The Superintendent of Schools, for good cause, may require a unit member to report to work on an emergency closing; if that member is unable or fails to report after being directed, he/she will be charged with the day.

7. Vacation

7.1 Building administrators may request and apply to use their vacation time during the school year when school is not in session, subject to the prior approval of the Superintendent of Schools. These requests must be submitted to the Superintendent of Schools five (5) days prior to the vacation period requested.

7.2 Administrators other than building administrators may request and apply vacation days anytime during the school year, subject to the prior approval of the Superintendent of Schools five (5) days prior to the vacation period requested.

7.3 Entitlement

7.3.1 All vacation time must be utilized by the unit member pursuant to contract procedures. No accumulation shall be permitted unless authorized by the Superintendent.

7.3.2 Administrators will receive the district calendar and vacation plan worksheet no later than May 1st. On or before June 1st of each year, a unit member shall submit to his/her immediate supervisor a plan of proposed vacation time. The Superintendent of Schools shall review the same, considering the recommendation of the immediate supervisor and shall notify the unit member in writing of his/her approval, disapproval, or modified approval on or before June 15. Thereafter, the plan may be modified upon the written approval of the Superintendent of Schools.

7.3.3 Should the Superintendent of Schools direct, in writing, that a unit member work a scheduled vacation day, the unit member shall be paid 1/213 of his/her salary, except for 195 Day Elementary Assistant Principals who shall be paid 1/195 of his/her salary.

7.3.4 Administrators shall be deemed to be credited with thirty-one (31) vacation days on July 1st of each year of employment, or a pro-rated amount based upon the percentage of the school year to be worked measured from the initial date of hire to the next following June 30th. Should the administrator's employment terminate prior to September 30th, the actual number of vacation days to be credited for the year of termination shall be determined at the rate of 2.583 days for each month worked.

- 7.4 Administrators shall be permitted to "cash in" up to six (6) unused vacation days annually based upon 1/213th of the administrator's base salary. Upon separation from the District an administrator with prior approval from the Superintendent shall be paid for unused vacation days at 1/213th of his/her final base salary.

8. **Building Level Practices and Personnel**

- 8.1 All employees and programs within a school building shall function under the general management and supervision of the Building Principal and/or the designated Assistant Principal. All Central Office practices which affect such school building employees and programs may be developed after reasonable discussion with the Middle Island Administrators' Association except in the event of an emergency.
- 8.2 Every effort shall be made to communicate with the President of the Middle Island Administrators' Association regarding cuts as the budget is developed by the Board of Education.
- 8.3 No administrator shall be required, requested, or directed to remain in a building which is the subject of a bomb threat.

9. **Professional Aspects**

- 9.1 Administrators shall be represented on all standing committees in the District, especially those committees which would advise the Superintendent of Schools of changes in District policy. In making administrative appointments to these committees, it is agreed that an equitable rotation of appointments shall be made, subject to special needs of the District.
- 9.2 Middle Island Administrators' Association, through its President, will be notified in writing of all District committee meetings and the Middle Island Administrators' Association designee, if any shall be entitled to participate on such committees.
- 9.3 Administrators shall be formally afforded the opportunity to act in an advisory capacity and to formally react to terms and conditions of employment negotiated with other units, especially those that reflect upon the function of this unit. The Middle Island Administrators' Association will appoint its representatives.
- 9.4 The Superintendent and representatives of the Middle Island Administrators' Association shall meet at least once each month the school district is open for business to discuss matters relating to the implementation of this contract. The Agenda will be drawn up by the Superintendent and the President of the Middle Island Administrators' Association at least one (1) day in advance of meetings.

9.5 Administrators shall be eligible to apply for home tutoring, summer school, adult teaching positions, coaching and activities of a like nature provided that such activity will not interfere with his/her job.

9.6 The parties agree that they will conduct negotiations in good faith concerning APPR and Evaluations. The APPR language will be in accordance with the NYS law.

10. **Protection of Administrators**

10.1 An administrator whose clothing or personal property is damaged or destroyed during the discharge of his/her duties shall be reimbursed by the District up to a maximum of five hundred (\$500) dollars per occurrence. Eligibility for reimbursement by the District is contingent upon prior submission of the claim by the administrator to any private insurance carrier which he/she may have.

11. **Insurance and Physical Examinations**

11.1 The District shall pay for all active administrators, 80% of the premium cost for individual and family health insurance, providing benefits no less than those provided in Appendix A, Exhibits 1 and 3 herein. (As used herein, health insurance shall be defined as all health insurance and/or benefit and/or reimbursement covered either by self-insurance and/or by any other insurance providers.)

11.2 The District, at its sole expense, shall provide administrators the same plan of disability income insurance in effect in the District. Benefits cap shall be sixty (60%) percent of the administrator's base salary.

11.3 The District shall provide term life insurance for all active administrators in the principal amount of three hundred fifty thousand (\$350,000) dollars, according to a group plan to be purchased and paid for by the District. Retirees may continue their participation in the group term life insurance program at the insured amount of one hundred thousand dollars (\$100,000) or two hundred thousand dollars (\$200,000), at their own expense, calculated at the group retiree rate. Coverage amounts for administrators over age sixty-five (65) shall drop to industry accepted standard amounts at the prescribed ages.

11.4 The administrator shall contribute three hundred (\$300) dollars for each year in this agreement toward the premium for family dental insurance coverage, and one hundred fifty (\$150) for individual dental insurance coverage. Retirees may participate in the District's dental insurance program at their own expense, provided such participating will not affect the District's cost. The cap on dental shall be two thousand dollars (\$2,000) per year. (See Appendix A, Exhibit 2)

11.5 The provision regarding split dollar insurance has been removed from the contract and instead has been placed in individual agreements between each insured and the District.

11.6 The District shall provide those retirees who were participants in the District's health insurance program on or after said date with the same insurance in effect for active employees. Under the Empire Plan, the District is required to pay a minimum of fifty (50%) percent of the cost of individual coverage. For family coverage, the District is required to pay an amount equal to the sum of fifty (50%) percent of the individual coverage plus thirty-five (35%) percent of the difference between individual coverage and family coverage. In addition to the above, the District will pay an additional three percent (3%) per year for each year of service in the district to a maximum of seventeen (17) years or fifty percent (50%) toward the cost of a family plan. The total cost of the District's contribution toward a family plan shall be a maximum of eighty-five percent (85%) for the lifetime of the retired employee in the District's group health plan.

or

The District will also pay an additional five percent (5%) per year for each year of service in the district to a maximum of ten (10) years or fifty percent (50%) toward the cost of a single plan. The total cost of the District's contribution towards a single plan shall be a maximum of one hundred percent (100%) towards the cost of a single plan for the lifetime of the retired employee in the District's group health plan.

*Nothing contained herein is intended to negate any agreement the District has made with any individual administrator to provide one hundred percent (100%) coverage.

In the event that the District leaves the New York State Health Insurance Program, all of the following provisions shall apply: The District will pay three percent (3%) per year for each year of service in the district to a maximum of twenty five (25) years seventy-five percent (75%) toward the cost of a family plan for the lifetime of the retired administrator in the District's group health plan.

The District will pay five percent (5%) per year for each year of service in the district to a maximum of twenty (20) years one hundred percent (100%) towards the cost of a single plan for the lifetime of the retired administrator in the group health plan.

Upon the death of a retired employee who had a family plan, his/her domestic partner, his/her spouse and/or dependents will continue to be covered for two (2) full years at the retired employee's rate. If coverage is for one person (domestic partner, spouse or dependent), that employee's coverage would automatically be converted to a single plan at the retired employee's rate provided he/she pays the balance for two (2) years. Thereafter, the full cost of the family plan or (converted) single plan must be assumed by the surviving domestic partner, spouse, and/or dependents in order for coverage to be continued at the group rate in the group plan.

Those administrators wishing to purchase health insurance in retirement shall be able to sell ten (10) accumulated sick days for each three percent (3%) of coverage. For those administrators electing to retire under an incentive, this "sell back" shall occur after exercising their rights under the incentive.

Administrators who waive family health insurance shall receive four thousand five hundred (\$4500) dollars, or who waive single health insurance shall receive three thousand five hundred (\$3500) dollars, or who change from family health insurance to single health insurance shall receive three thousand (\$3000) dollars.

Effective January 1, 2015, the health insurance declination will be in accordance with the NYSHIP regulations and guidelines. However, the parties understand NYSHIP policy memo 123r3 has been found to be null and void by Albany Supreme Court, and that decision is pending appeal. The parties agree that upon conclusion of that appeal, and if the State Supreme Court decision is upheld, the contractual declination payment will be reinstated retroactively.

11.7 The District shall offer a voluntary Cafeteria Plan to the extent permitted by the Internal Revenue Code. This shall contain the following elements:

1. A salary reduction plan for the purpose of paying medical, dental and optical costs.
2. A child care and elder care salary reduction plan.
3. At the administrator's option, "buy-out" funds arising from a waiver of health insurance as hereinbefore referred to for the purpose of establishing a medical, dental, and optical reimbursement plan, and a child care and elder care expense reimbursement program.

11.8 Dual family coverage for all insurances shall not be permitted. An active administrator whose spouse or domestic partner is eligible for the same medical insurance, under the terms of this agreement, must exercise the option to waive family insurance as specified in 11.6.

11.9 Upon the death of an active administrator, the District shall pay the full premium cost for health insurance for that administrator's surviving domestic partner, spouse, and/or dependents for two (2) full years. Thereafter, the full cost of the family plan or (converted) single plan must be assumed by the surviving domestic partner, spouse and/or dependents in order for coverage to be continued at the group rate in the group plan.

12. Sick Leave

- 12.1 Fourteen (14) days sick leave shall be granted to all administrators, except for 195 Day Elementary Assistant Principals who shall be granted thirteen (13) days sick leave.
- 12.2 After an administrator has accumulated eighty (80) unused days of sick leave, the administrator shall have the option of adding future unused days of sick leave to the cumulative total thereof to a maximum of two hundred ten (210) days or being paid five hundred (\$500) dollars per diem for fifty (50%) percent of such annual unused days of sick leave with the balance thereof added to the cumulative total to a maximum of two hundred ten (210) days.
- 12.3 MIAA shall maintain a sick bank as described in Appendix B.
- 12.4 It is recognized that the District may, at its sole discretion, grant additional sick leave to any administrator who has suffered a disabling accident or catastrophic illness.

13. Personal Leave

- 13.1 An administrator may have six (6) personal leave days for personal business, family or religious matters not capable of performance outside of school hours. Any personal leave days not used in each year shall be added, along with unused sick leave, to the cumulative total to a maximum of two hundred ten (210) days of unused sick leave and personal leave.

13.2 Court Appearance

- 13.2.1 No pay shall be withheld by the school district from any administrator serving on jury duty. However, any funds received from the court, except for transportation expenses shall be turned over to the District.
- 13.2.2 Administrators required by subpoena to appear as a witness (not in a case wherein the administrator is a party) shall not lose pay for the time required.

13.3 Unpaid Leave of Absence

A leave of absence of up to one (1) year without pay may be granted to any administrator upon application for the purpose of participating in exchange programs in other states, territories, or countries, or for the purpose of participating in foreign or military educational programs, or for the purpose of service in the Peace Corps, Teacher Corps, Job Corps, or engaging in a cultural travel or work program related to his/her professional responsibilities. Credit for service and/or

education is to be on an individual case basis, subject to the approval of the Board of Education on the recommendation in advance of the granting of the leave and shall be subject to satisfactory completion of the purpose for which the leave is granted. The administrator, with the approval of the Board of Education, has the option to renew said leave for a second year.

13.4 Death in the Family

A maximum of five (5) days per such occurrence without loss of pay for absence due to death in the immediate family of an administrator, not to be deducted from sick leave may be granted to any administrator. For the purposes of this provision, the immediate family is defined as any one of the following: domestic partner, spouse, child, parent, grandparent, sibling, grandchild, mother-in-law, father-in-law, daughter-in-law or son-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-grandchild, step-brother, step-sister, parents of a domestic partner, and any relative living with and dependent on the family. In the case of the death of a more distant relative or a close friend, absence shall be permitted under the personal leave provisions hereinafter set forth. The five (5) days may be extended to ten (10) days by the Superintendent when unique circumstances exist. The Superintendent's decision is final and shall not be subject to grievance procedures.

13.5 Illness in the Family

A leave of absence of up to one (1) year without pay may be granted to any administrator upon application wherein the administrator shall verify that a member of the said administrator's family is seriously ill and requires the said administrator's full time presence for the care of the ill person. Application, therefore, shall be made in writing and shall be subject to the approval of the Board of Education. Action on such application of the Board of Education shall not be subject to the grievance procedure. Such a leave granted to a non-tenured administrator shall not be credited towards the achievement of tenure. A leave, if granted under this section, may not be terminated prior to its normal termination date, except upon approval of the Board of Education. The administrator, with the approval of the Board of Education, for good cause shown shall have the option to renew said leave for a second year.

13.6 Maternity/Adoption Leave

13.6.1 Present maternity leave provisions as provided by law shall continue in full force and effect.

13.6.2 An administrator adopting a child requiring personal care may receive a leave which shall commence at the time said administrator receives custody of the child to be adopted.

13.6.3 One (1) day of leave shall be granted without loss of pay to a male administrator for the birth of his child.

13.7 **Professional Conference**

Administrators designated by the Middle Island professional staff as voting delegates of the New York State Retirement System or the AFL-CIO shall be granted such leave with pay as is necessary to discharge their obligations as such voting delegates. The number of delegates shall not exceed four (4).

14. **Conferences**

A fund shall be established by the Board of Education to provide unit members with seminar/conference workshop funds. The annual conference funding shall be twenty-six thousand (\$26,000) dollars. Individual proposals for utilization of said funds shall be reviewed by the Professional Relations Committee described in 18. After review, the Professional Relations Committee shall submit its recommendation concerning the application to the Superintendent. The Superintendent reserves the right to reject individual proposals, on their merits, but may not reject the total expenditure allocated for any given year if there are adequate acceptable proposals. Conference funds may be used for study toward an advanced degree not to exceed three thousand five hundred (\$3500) dollars per year not to exceed four (4) years.

MIAA will strongly encourage its members to attend and participate in, as well as hold memberships in local, state and national professional associations that will be paid for through this conference fund. The prior approval of the Superintendent of Schools is required for both attendance and expenses.

15. **Administrator Files**

Official administrator files shall be maintained under the following conditions:

- 15.1 No material critical of an administrator shall be placed in the file unless the administrator shall first have an opportunity to read the material. The administrator shall acknowledge that he/she has read such material, after a conference with the Superintendent or his/her designee with the representation of the administrator's choice present, by affixing his/her signature to the file copy. The signature shall indicate that he/she has read the material to be filed and shall not necessarily indicate agreement with its content.
- 15.2 The administrator shall have the right to respond in writing within thirty (30) days to any material filed and his/her response shall be attached to the file copy.

15.3 Upon request of the administrator, he/she shall be permitted to examine the contents of his/her file within twenty-four (24) hours of requesting such examination. The examination shall be made in the presence of the person responsible for safekeeping the file.

16. **Curriculum**

16.1 The Building Principal, and/or designated Assistant Principal, plans for and coordinates cooperatively with Central Administration the work of all major educational disciplines and for the continuous evaluation and updating of the curriculum.

16.2 All scheduling and organization of the building programs should rest with the Building Principal and/or designated Assistant Principal, with the knowledge and approval of Central Administration.

16.3 The Building Principal and/or designated Assistant Principal shall assist Central Administration by recommending improvement in the curriculum and shall assist in evaluating the results of the curriculum.

16.4 Directors, coordinators and supervisors are responsible for the programs under their administration and should be consulted and included in any change, adjustment, evaluation or consideration of such programs.

17. **Agency Fee**

17.1 Pursuant to the passage of legislation enabling the implementation of Agency Shop Fee, the Longwood Board of Education does hereby agree that an agency fee shall be instituted. Any member of the bargaining unit who is not a member of the Middle Island Administrators' Association shall pay an Association service fee. Each employee will pay the Middle Island Administrators' Association each month a service charge toward the administration of this agreement, and representation of such employee; provided, however, that each employee will have available to him/her membership in the Middle Island Administrators' Association on the same terms and conditions as are available to every other member of the Middle Island Administrators' Association. The District shall commence collecting such fee within fifteen (15) days after the Middle Island Administrators' Association submits a list of such non-paying members to the District. These fees will be forwarded to the party named by the Middle Island Administrators' Association for receipt of regular dues deductions. The service charge shall be an amount equal to the collective bargaining agent's monthly dues for each month thereafter. The Board of Education shall deduct such fee in the same manner the membership dues are deducted. This fee shall not exceed the usual dues collected by the Middle Island Administrators' Association.

17.2 Middle Island Administrators' Association has submitted to the District, pursuant to Chapter 677 of the Laws of 1977 of the State of New York, a procedure providing for the processing of demands by members of the bargaining unit, for the return of that portion of the agency fee deduction, if any, which represents the employee's pro rata share of expenditures by the Middle Island Administrators' Association in aid of activities of causes only incidentally related to negotiation of terms and/or conditions of employment. The aforementioned procedure shall not be substantially changed without the prior approval of the Board of Education. The Middle Island Administrators' Association agrees to hold the District harmless from any and all litigation arising from this section.

18. **Professional Relations Committee**

18.1 A committee composed of two (2) Central Office Administrators appointed by the Superintendent of Schools and two (2) Association members appointed by the Middle Island Administrators' Association President shall be established. This committee shall review matters of mutual professional concern. Upon reaching a recommendation, the same shall be transmitted to the Superintendent of Schools for his/her review and for subsequent submission to the Board of Education.

18.2 The Board of Education reserves the right to accept or reject the written recommendation of the committee without review.

19. **District Policy**

19.1 It is recognized that the District cannot make any changes in policy affecting salaries, fringe benefits, or working conditions covered by the terms of this agreement. It is also recognized that the District may make policies in areas not covered by this agreement which shall not be the subject of the grievance procedure.

19.2 Copies of this contract shall be produced and distributed by the District at the expense of the District to all administrators.

19.3 The District shall also provide the President of the Middle Island Administrators' Association, and each member, with copies of District Policy and Administrative Regulations as well as copies of contracts negotiated with other employees' units in the District when the same are available.

20. **Vacancies**

20.1 Vacancies or new positions in any administrative capacity in the District, whether or not in the bargaining unit, shall not be filled from within or without the bargaining unit until all employees within the bargaining unit have had adequate written notice of the requirements for such vacancy and salary range. Whenever a vacancy or new

position shall occur in the District, the Board shall duly publicize said position in the Administration Building and in each school building and send to each administrator. 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. If the salary or the requirements are modified or waived prior to appointment, members in the bargaining unit shall be promptly notified.

- 20.2 Such notice shall be posted and sent at least ten (10) days before the final date when application must be submitted, except in an emergency.
- 20.3 An applicant shall receive a letter acknowledging receipt of his/her application.
- 20.4 All candidates shall be notified as to the disposition of their application.
- 20.5 Every effort will be made to provide a replacement for a vacant administrative position within forty-five (45) days of the commencement of the vacancy.

21. Transfers

- 21.1 The District recognizes that it is desirable in making assignments to consider the interests and aspirations of its administrators. Requests by an administrator for transfer to a different position or building where a vacancy exists shall be filed in writing with the Superintendent of Schools. The applicant shall set forth the reasons for transfer, the building and position sought and the applicant's qualifications. Such requests shall receive reasonable consideration of the Superintendent.
- 21.2 It is recognized that the District has the right to involuntarily transfer an administrator laterally.

21.2.1 Except in emergencies and whenever feasible, an administrator shall not be transferred to another assignment laterally without thirty (30) days prior notice in writing and with reasonable opportunity to state his/her objections, if any. The transferee and/or the administrator affected by the transfer may appeal the transfer to the Superintendent of Schools.

22. Professional Security

- 22.1 In cases of layoff of administrators caused by excessing/abolition of positions, whenever a professional vacancy in the District occurs, the District agrees to notify and interview all qualified Middle Island Administrators' Association applicants.
- 22.2 Any administrator whose position is to be abolished shall receive written notice not less than one hundred and fifty (150) calendar days prior to the effective date of the abolition.

22.3 Any tenured administrator who is involuntarily transferred to a new title, as a result of the abolition of this person's position, will not suffer any loss of compensation. During the following probationary period, such an administrator will be given at least six (6) months notice in the event that the probationary period is curtailed.

23. **Payroll Deductions**

23.1 Whenever duly authorized by an administrator on a form(s) approved by the Middle Island Administrators' Association and the Board of Education, payroll deductions on behalf of each employee shall be made every payday and paid in accordance with such forms for any and all of the following purposes:

1. U.S. Savings Bonds*
2. MIAA Dues
3. Tax-sheltered annuities**
4. Credit Union Savings or Payments
5. Payment on loans to NYS Teachers' Retirement System
6. Mass Media Insurance
7. Agency Shop Fee
8. I.R.A.**
9. NYSUT Benefit Trust

*Savings bonds shall be purchased at the time when sufficient funds have been deducted.

**The number of participatory companies and savings institutions must be held to a reasonable number.

24. **Duties**

24.1 It is recognized that Administrators are responsible for the health, safety, and welfare of the students assigned to their building or area of duty and also for the safety or protection of the property of the District over which they have jurisdiction, and it is expected that said administrators shall not perform any duties other than the normal duties assigned to them consistent with the above.

24.2 Except in the event of an emergency situation, no administrator shall perform any duties other than normal administrative duties.

25. Salaries

- 25.1 The salary schedule for members of the bargaining unit for the term of this contract shall be as set forth on Appendix C.
- 25.2 During the term of this contract, the administrator's salary schedule (Appendix C) shall be increased by the percent delineated: 0% on 7/01/14; 1% on 7/01/15; 1% on 7/01/16 and 1% on 7/1/17.
- 25.3 A deferred compensation plan shall be made available for eligible individuals who retire from their administrative position each year of the contract. Employees who are tenured and have at least five (5) years of administrative service to the district will be eligible unless removed as a result of a 3020-a proceeding. Those employees shall receive one thousand dollars (\$1,000) for every year of non-administrative service in the district up to a maximum of fifteen (15) years. In addition, they will receive one thousand dollars (\$1,000) per year for administrative service outside of the district up to a maximum of five (5) years. This will be combined with deferred compensation of two percent (2%) of final base salary for each year of administrative service in the district. The combined total amount of deferred compensation and prior service may not exceed thirty-five percent (35%) of the administrator's final base year salary. In order to access deferred compensation, the administrator must submit a letter of resignation which provides the district a minimum of six (6) months notice. The benefit described above may only be accessed by administrators who retire from the New York State Teachers' Retirement System.

The District and the Association agree to provide for non-elective employer contributions to the Section 403(b) accounts of eligible, retiring employees.

On or before December 1st of the year preceding the effective date of retirement, the District shall make an initial employer non-elective, non-discretionary contribution to the Code Section 403(b) account of the eligible unit member in an amount up to the limitations of Code Section 415 as applicable to Code Section 403(b) plans under Code Section 403(b)(1) and 403(b)(3) for the year in which such contribution is made (the "Contribution Limitation").

If any portion of the Retirement Benefit Amount remains after the initial District (employer) non-elective, non-discretionary contribution, a second District (employer) non-elective, non-discretionary contribution shall be made to the Code Section 403(b) account of the eligible unit member within thirty (30) days of the effective date of retirement of such unit member in an amount up to the Contribution Limitation. If any portion of the Retirement Benefit Amount still remains after these two employer contributions, the remaining balance, if any, shall be paid to the eligible unit member as compensation in a lump sum no later than forty-five (45) days of the effective date of retirement.

The non-elective employer contributions, as specified above, shall be contributed to such provider as may be selected by an eligible retiring unit member to receive employer contributions pursuant to all of the terms specified herein. If a unit member does not designate a 403(b) account which can receive an employer non-elective contribution, the District shall deposit the contribution into a 403(b) account on behalf of the unit member as required by law. Each eligible unit member shall notify the District in writing of the total elective contributions, if any, made by such unit member to any Code Section 403(b) account, other than with respect to contributions made as an employee of the District, for any plan year in which a District contribution is to be made. Such notification shall be provided no later than thirty (30) days prior to each required date of contribution.

The Association acknowledges that the District has made no representation to the Association or its members as to the position of the Internal Revenue Service (IRS) or the Courts regarding the taxability or tax-deferred nature of the non-elective employer contribution provided hereunder or as to the position of the New York State Teachers' Retirement System (TRS) regarding whether these contributions will be included in the member's final average salary (FAS). In this regard, the Association and its members shall be responsible for their own liabilities to the extent that the Internal Revenue Service or the Courts either re-characterizes or denies the intended tax treatment of the contribution and further, shall hold the District harmless if either of such events shall occur.

25.3.1 Eligible administrators who retire shall have the ability to sell back twenty-five (25%) percent of their accumulated sick leave for a lump sum payment (maximum accumulation of two hundred ten (210) days at 1/213 of their final year's salary) except for 195 Day Elementary Assistant Principals which will be at 1/195 of their final year's salary).

25.4 In recognition of the value of continuity in administrative services the following annual longevity payments will be made:

After 5 years	\$2,500
After 10 years	\$3,000
After 15 years	\$3,500
After 20 years	\$4,000

25.5 When a sitting administrator moves to a higher position within the bargaining unit, the administrator will be placed on a negotiated step not less than the salary of their prior position.

25.6 Newly-hired members of the unit may be placed on any step of the salary schedule when hired, provided that no administrator hired by the district is placed ahead of a sitting administrator within that position. Upon such, all sitting administrators at a lower step in that category will be automatically moved to the step of the newly-hired administrator. Any current MIAA member who accepts appointment to a position at or above their current salary column shall receive a one-time stipend of \$5,000.

25.7 If employed prior to February 1 of a school year, the administrator shall advance to the next step under the schedule on July 1. If employed subsequent to February 1 of a school year, the unit member shall advance to the next step the July 1 following the July subsequent to their hiring.

26. **Legal Defense**

26.1 It is recognized that the law of the State of New York requires the District to provide an attorney at its own expense to defend any administrator in any civil or criminal action where the administrator has acted within the scope of his/her duties and employment, and the District hereby agrees to provide such defense provided that the notification with copy of summons, complaints, or other documents be filed with the Superintendent of Schools or his/her designee within ten (10) days of the time of service upon the administrator.

26.2 Should the administrator desire to be defended by a lawyer of his/her own choice, and such defense would not affect the District in any way whatsoever, the administrator may do so at his/her own cost and expense, and the District shall be under no obligation thereof.

27. **Mileage**

27.1 On an annual basis, each administrator shall be given an allowance for the use of his/her automobile on district business within the district and within Suffolk County as follows:

Assistant Principals \$550
Principals \$850
Directors and Coordinators \$1,500

Neither the mileage allowance nor the reimbursed claims will be added to base salary. All other mileage shall be claimed on district forms, reimbursed at the IRS rate, and computed to and from the administrator's office.

28. **Grievance Procedure**

28.1 A grievance shall mean any claimed violation, misinterpretation, or inequitable application of the terms of this agreement.

- 28.2 All time periods in this procedure refer to days when regular school is in session not including summer school.
- 28.3 An Administrative Advisory Committee of the Middle Island Administrators' Association may, at its discretion, agree to initiate a grievance on behalf of an administrator, or may initiate the grievance as a committee, or may advise the administrator that no grievance exists. In the latter case, the individual will have the right to proceed with the grievance as an individual.
- 28.4 The Association or an individual unit member may submit a grievance for resolution in accordance with the procedure set forth herein below.
- 28.5 There are three (3) stages at which a grievance may be resolved:
- 1) Informal review with the Superintendent's designee
 - 2) Conference with the Superintendent
 - 3) Referral to an arbitrator
- 28.6 The grievant covered under this agreement shall present his/her alleged grievance in writing to the Assistant Superintendent of Schools within thirty (30) school days after the happening of the alleged grievance or thirty (30) school days after the administrator has knowledge of the act or condition that forms a basis for the grievance, not to exceed one (1) year from the date of the event. In cases where a grievance is filed by an individual unit member, said member shall immediately file a copy of the alleged grievance with the Middle Island Administrators' Association Advisory Committee as well as the Assistant Superintendent of Schools. The Assistant Superintendent of Schools shall meet with the said griever and decide the alleged grievance within fifteen (15) days. The Assistant Superintendent shall be responsible for settling the grievance if the matter is within his/her authority. Said decision shall be in writing with a copy to the griever and the Middle Island Administrators' Association Advisory Committee.
- 28.7 In the event that the grievant is not satisfied with the said decision, the grievant shall, within fifteen (15) days after receipt thereof, appeal in writing to the Superintendent of Schools with a copy to the Middle Island Administrators' Association Advisory Committee. The Superintendent shall review the grievance and make his/her decision within fifteen (15) days after receiving the same. Said decision shall be in writing and a copy shall be furnished to the grievant and the Middle Island Administrators' Association Advisory Committee. The Superintendent of Schools may hold an informal discussion with the grievant. No additional facts not previously presented to the Assistant Superintendent of Schools shall be presented to the Superintendent of Schools.

- 28.8 If the grievant is still dissatisfied with the decision of the Superintendent of Schools, the grievant shall within five (5) days of receipt of the decision of the Superintendent of Schools notify the Superintendent that an arbitration is desired. The District and the Association shall attempt to mutually agree on a third party arbitrator, and in the event such an agreement cannot be made, they shall request a listing of arbitrators from the Public Employment Relations Board and an arbitrator shall be selected from such list in accordance with the practice of the Public Employment Relations Board.
- 28.9 The parties will be bound by the rules of the American Arbitration Association in the presentation of the alleged grievance and a stenographic transcript may be made of the hearing before the arbitrator. The decision of the arbitrator shall be binding on both parties. The loser in the arbitration shall pay all costs thereof. The grievance presented to the arbitrator shall not include anything other than a grievance as defined herein.
- 28.10 In the event that the Middle Island Administrators' Association does not sponsor the grievant in arbitration proceedings, the cost of such arbitration shall be borne by the Board of Education or the grievant, whichever is the loser.

29. **Fair Practices**

- 29.1 The Association agrees to maintain its eligibility to represent all administrators by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.

30. **Interpretation**

- 30.1 Except by mutual agreement of the parties, this agreement shall not be interpreted or applied so as to decrease the professional advantages and benefits enjoyed by administrators covered hereunder.

31. **No Strike Pledge**

- 31.1 The Middle Island Administrators' 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 Middle Island Administrators' Association, therefore, agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by the agreement or any instigation thereof.

32. **Duration and Conformity to Law**

- 32.1 This agreement shall be effective from July 1, 2014 to and including June 30, 2018, and shall not be subject to further negotiations to change the terms and conditions thereof during that period.
- 32.2 Any provision hereof which shall be contrary to the Laws of the State of New York or the Rules and Regulations of the Commissioner of Education of the State of New York, now or hereafter enacted, shall not render the balance of the agreement void, but each section shall be considered separate and distinct from the others and unless contrary to said laws and regulations, shall remain in full force and effect.
- 32.3 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 ADDITIONAL FUNDS THEREFORE, SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
33. In witness whereof, the parties hereto have hereunto set their hands and seals this 3rd day of March, 2015.

LONGWOOD CENTRAL SCHOOL DISTRICT

By



Michael R. Lonergan, DSW,
Superintendent of Schools

MIDDLE ISLAND ADMINISTRATORS' ASSOCIATION

By



Gina Curiale, President

**APPENDIX A
EXHIBIT 1**

1. The District shall enroll itself as a participating municipality in the New York State Government Employees Health Insurance Program, Empire Core Plus Enhancements Plan.

As used throughout the MIAA district contract, any reference to "the Empire Plan" shall mean the New York State Government Employees Health Insurance Program, Empire Core Plus Enhancements Plan.

Throughout this contract the term "coverages" shall refer to either single or family plan. In the case of family plan it shall include the insured, spouse, domestic partner, and any dependents.

2. Administrators who will retire in the future shall receive separate, signed, irrevocable contracts which shall state the percentage guaranteed to be paid by the district.
3. A participating retiree and/or retiree's spouse or domestic partner whose primary coverage is through Medicare shall receive back from the District that portion of his/her health insurance premium (Medicare Part B) that is required under the current Empire Plan and/or state regulation, if any. This rebate shall be paid in a timely manner.

4. Appeals

In the event that a bargaining unit member seeks review of a claim determination made by the Plan Administrator, the appeals procedure as set forth in Exhibit 3 hereof shall be utilized.

5. Confidentiality

The self-funded benefits paid for by the District will require disclosure to the Plan Administrator of utilization of plan benefits by bargaining unit members. Personally identifiable information shall be treated as confidential and shall not be utilized in an adverse manner against any bargaining unit member.

6. The District reserves the right to change the Plan Administrator provided that the Association shall receive notice and has the right to discuss the matter at least twenty (20) days prior to the decision being finalized.
7. Dual family coverage shall not be permitted for active members.

8. The above described plan will be implemented with respect to all eligible District employees and those retirees who have continued health insurance coverage and were enrolled on or after July 1, 1992.
9. The District will allow administrators to use their building's duplicating machines to make copies of all insurance forms and papers prior to submission to the insurance companies.

**APPENDIX A
EXHIBIT 2**

The dental plan shall include the following:

1. For all participants and their dependents the annual maximum shall be \$2,000 per person.
2. The plan shall cover any unmarried child less than twenty-six (26) years of age enrolled in school as a full-time student and/or any child less than twenty-six (26) years of age incapable of self-sustaining employment by reason of mental or physical handicap.
3. All participants who voluntarily use a mutually agreed upon provider network shall have the following additional benefits:
 - a. There shall be no deductible, and;
 - b. There shall be no co-pay, and;
 - c. All covered expenses shall be paid at the 100% rate up to the \$2,000 annual maximum per person.
4. There shall be an open enrollment period for those electing to participate in the dental plan. Those who join during this period and their covered dependents shall not be subject to any limitations based upon pre-existing dental conditions and they shall not be required to submit to a dental examination in order to be accepted into the dental plan prior to their enrollment.

Effective July 1, 2011, the District dental plan for administrators shall include the services, as attached. The covered services and dental plan in effect shall only change if mutually accepted by MIAA and the District.

(See Appendix A, Exhibit 3.)

APPENDIX A EXHIBIT 3

LONGWOOD CSD

List of Covered Dental Services for Administrators

Effective 7/1/2011

This section lists all services covered. Covered Dental expenses will not include any dental services not provided in the schedule shown below.

ADA Code	Description of Service	CLASS
D0120	PERIODIC ORAL EVALUATION (2 IN 12 CONSECUTIVE MONTHS)	A
D0140	LIMITED ORAL EVAL PROBLEM FOCUS	A
D0150	COMPREHENSIVE ORAL EVALUATION (2 IN 12 CONSECUTIVE MONTHS)	A
D0210	INTRAORAL COMPLETE FILM SERIES	A
D0220	INTRAORAL PERIAPICAL-FIRST FILM	A
D0230	INTRAORAL PERIAPICAL-EA ADD FILM	A
D0240	INTRAORAL OCCLUSAL FILM	A
D0250	EXTRAORAL-FIRST FILM	A
D0260	EXTRAORAL-EA ADDITIONAL FILM	A
D0270	DENTAL BITEWING X-RAY-SINGLE FILM	A
D0272	DENTAL BITEWINGS-TWO FILMS	A
D0274	DENTAL BITEWINGS-FOUR FILMS	A
D0320	TMJ ARTHROGRAM	A
D0321	DENTAL OTHER TMJ FILMS	A
D0330	DENTAL PANORAMIC FILM	A
D0425	CARIES SUSCEPTIBILITY TEST	A
D0460	PULP VITALITY TEST	A
D0470	DIAGNOSTIC CASTS	A
D1110	DENTAL PROPHYLAXIS ADULT (2 IN 12 CONSECUTIVE MONTHS)	A
D1120	DENTAL PROPHYLAXIS CHILD (2 IN 12 CONSECUTIVE MONTHS)	A
D1203	TOPICAL FLUOR W/O PROPHY-CHILD (1 IN 12 CONSECUTIVE MONTHS)	A
D1204	TOPICAL FLUOR W/O PROPHY-ADULT (1 IN 12 CONSECUTIVE MONTHS)	A
D1351	DENTAL SEALANT PER TOOTH (COVERED TO AGE 13)	A
D1510	SPACE MAINTAINER-FIXED UNILATERAL	A
D1515	SPACE MAINTAINER-FIXED BILATERAL	A
D1520	SPACE MAINTAINER-REMOVABLE UNILATERAL	A
D1525	SPACE MAINTAINER-REMOVABLE BILATERAL	A
D2140	AMALGAM RESTORATION-ONE SURF. PERMANENT	A
D2150	AMALGAM RESTORATION-TWO SURF. PERMANENT	A
D2160	AMALGAM RESTORATION-THREE SURF. PERMANENT	A
D2161	AMALGAM RESTORATION-FOUR OR MORE SURF. PERMANENT	A
D2310	RESIN RESTORATION-ONE SURFACE ANTERIOR	A
D2311	RESIN RESTORATION-TWO SURFACES ANTERIOR	A
D2332	RESIN RESTORATION-THREE SURFACES ANTERIOR	A
D2391	RESIN RESTORATION-ONE SURFACE POSTERIOR PERMANENT	A
D2392	RESIN RESTORATION-TWO SURFACES POSTERIOR PERMANENT	A
D2393	RESIN RESTORATION-THREE SURFACES POSTERIOR PERMANENT	A
D2410	GOLD FOIL RESTORATION-ONE SURFACE	B
D2420	GOLD FOIL RESTORATION-TWO SURFACES	B
D2430	GOLD FOIL RESTORATION-THREE SURFACES	B
D2510	INLAY METALLIC-ONE SURFACE	B
D2520	INLAY METALLIC-TWO SURFACES	B
D2530	INLAY METALLIC-THREE OR MORE SURFACES	B
D2542	ONLAY METALLIC-TWO SURFACES	B
D2543	ONLAY METALLIC-THREE SURFACES	B
D2544	ONLAY METALLIC-FOUR OR MORE SURFACES	B
D2610	INLAY PORCELAIN/CERAMIC-ONE SURFACE	B
D2620	INLAY PORCELAIN/CERAMIC-TWO SURFACES	B
D2630	INLAY PORCELAIN/CERAMIC-THREE OR MORE SURFACES	B
D2642	ONLAY PORCELAIN-TWO SURFACES	B
D2643	ONLAY PORCELAIN-THREE SURFACES	B
D2644	ONLAY PORCELAIN-FOUR OR MORE SURFACES	B
D2710	CROWN-RESIN BASED COMPOSITE	B
D2720	CROWN-RESIN WITH HIGH NOBLE METAL	B
D2740	CROWN-PORCELAIN/CERAMIC SUBSTRATE	B
D2750	CROWN-PORCELAIN WITH HIGH NOBLE METAL	B
D2751	CROWN-PORCELAIN FUSED BASE METAL	B
D2752	CROWN-PORCELAIN W/NOBLE METAL	B

APPENDIX A EXHIBIT 3

ADA Code	Description of Service	CLASS
D2780	CROWN-3/4 CAST HIGH NOBLE METAL	B
D2781	CROWN-3/4 CAST BASE METAL	B
D2782	CROWN-3/4 CAST NOBLE METAL	B
D2783	CROWN-3/4 PORCELAIN/CERAMIC	B
D2790	CROWN-FULL CAST HIGH NOBLE METAL	B
D2791	CROWN-FULL CAST BASE METAL	B
D2792	CROWN-FULL CAST NOBLE METAL	B
D2910	RECEMENT INLAY, ONLAY/PARTIAL	A
D2920	RECEMENT CROWN	A
D2930	PREFAB STAINLESS STEEL CROWN-PRIMARY TOOTH	B
D2931	PREFAB STAINLESS STEEL CROWN-PERMANENT TOOTH	B
D2951	TOOTH PIN RETENTION	B
D2952	POST AND CORE CAST-CROWN	B
D2954	PREFAB POST/CORE & CROWN	B
D3110	PULP CAP DIRECT	A
D3120	PULP CAP INDIRECT	A
D3220	THERAPEUTIC PULPOTOMY	B
D3310	ROOT CANAL THERAPY-ANTERIOR	B
D3320	ROOT CANAL THERAPY-TWO CANALS	B
D3330	ROOT CANAL THERAPY-THREE CANALS	B
D3346	RETREAT ROOT CANAL ANTERIOR	B
D3347	RETREAT ROOT CANAL BICUSPID	B
D3348	RETREAT ROOT CANAL MOLAR	B
D3351	APEXIFICATION/RECALC INITIAL	A
D3352	APEXIFICATION/RECALC INTERIM	A
D3353	APEXIFICATION/RECALC FINAL	A
D3410	APICOECTOMY/PREIRADICULAR SURG-ANTERIOR	B
D3421	ROOT SURGERY-BICUSPID	B
D3425	ROOT SURGERY-MOLAR	B
D3426	ROOT SURGERY-EACH ADDITIONAL ROOT	B
D3430	RETROGRADE FILLING	A
D4210	GINGIVECTOMY/PLASTY PER QUAD	B
D4211	GINGIVECTOMY/PLASTY ONE TO THREE TEETH	B
D4220	GINGIVAL CURRETTAGE	B
D4249	CROWN LENGTHENING	B
D4260	OSSEOUS SURGERY-PER QUADRANT	B
D4261	OSSEOUS SURGERY INCLUDING FLAP ENTR/CLOS	B
D4263	BONE REPLACEMENT GRAFT-FIRST SITE IN QUADRANT	B
D4264	BONE REPLACEMENT GRAFT-BACH ADD SITE IN QUADRANT	B
D4341	PERIODONTAL SCALING & ROOT-PER QUADRANT	B
D4355	FULL MOUTH DEBRIDEMENT	B
D4381	LOCALIZED DELIVERY ANTIMICROBIAL	B
D4910	PERIODONTAL MAINT PROCEDURES	A
D5110	DENTURES-COMLETE MAXILLARY	B
D5120	DENTURES-COMLETE MANDIBULAR	B
D5130	DENTURES-IMMEDIATE MAXILLARY	B
D5140	DENTURES-IMMEDIATE MANDIBULAR	B
D5211	DENTURES-MAXILLARY PARTIAL RESIN	B
D5212	DENTURES-MANDIBULAR PARTIAL RESIN	B
D5213	DENTURES-MAXILLARY PARTIAL METAL	B
D5214	DENTURES-MANDIBULAR PARTIAL METAL	B
D5281	REMOVABLE PARTIAL DENTURE	B
D5410	DENTURES-ADJUST COMPLETE MAXILLARY	A
D5411	DENTURES-ADJUST COMPLETE MANDIBULAR	A
D5421	DENTURES-ADJUST PARTIAL MAXILLARY	A
D5422	DENTURES-ADJUST PARTIAL MANDIBULAR	A
D5510	DENTURES-REPAIR BROKEN COMPLETE BASE	A
D5510	DENTURES-REPAIR RESIN BASE	A
D5620	REPAIR PARTIAL DENTURE-CAST FRAMEWORK	A
D5630	REPAIR PARTIAL DENTURE-CLASP	A
D5640	REPLACE PARTIAL DENTURE-TEETH	A
D5650	ADD TOOTH TO PARTIAL DENTURE	A
D5660	ADD CLASP TO PARTIAL DENTURE	A
D5730	DENTURE-RELINE COMPLETE MAXILLARY (CHAIR SIDE)	A
D5731	DENTURE-RELINE COMPLETE MANDIBULAR (CHAIR SIDE)	A

APPENDIX A EXHIBIT 3

ADA Code	Description of Service	CLASS
D5740	DENTURE-RELINE PARTIAL MAXILLARY (CHAIR SIDE)	A
D5741	DENTURE-RELINE PARTIAL MANDIBULAR (CHAIR SIDE)	A
D5750	DENTURE-RELINE COMPLETE MAXILLARY (LAB)	A
D5751	DENTURE-RELINE COMPLETE MANDIBULAR (LAB)	A
D5760	DENTURE-RELINE PARTIAL MAXILLARY (LAB)	A
D5761	DENTURE-RELINE PARTIAL MANDIBULAR (LAB)	A
D5850	DENTURE-TISSUE CONDITIONING	B
D6010	ODONTICS ENDOSTEAL IMPLANT	B
D6020	ABUTMENT PLACED ENDOSTEAL IMPLANT	B
D6056	PREFABRICATED ABUTMENT	B
D6058	ABUTMENT SUPPORTED PORCELAIN/CERAMIC CROWN	B
D6059	ABUTMENT SUPPORTED PORCELAIN FUSED TO METAL CROWN	B
D6060	ABUTMENT SUPPORTED PORCELAIN BASE METAL CROWN	B
D6061	ABUTMENT SUPPORTED PORCELAIN NOBLE METAL CROWN	B
D6062	ABUTMENT SUPPORTED PORCELAIN HIGH NOBLE METAL CROWN	B
D6063	ABUTMENT SUPPORTED CAST BASE METAL CROWN	B
D6064	ABUTMENT SUPPORTED CAST NOBLE METAL CROWN	B
D6065	IMPLANT SUPPORTED PORCELAIN/CERAMIC CROWN	B
D6066	IMPLANT SUPPORTED PORCELAIN FUSED TO HIGH NOBLE METAL/TITANIUM CROWN	B
D6067	IMPLANT SUPPORTED METAL CROWN HIGH NOBLE METAL/TITANIUM	B
D6068	ABUTMENT SUPPORTED RETAINER PORC/CERAMIC FIXED PARTIAL	B
D6069	ABUTMENT SUPPORTED RETAINER PORC/HIGH NOBLE CROWN FIXED PARTIAL	B
D6070	ABUTMENT SUPPORTED RETAINER PORC/BASE METAL CROWN FIXED PARTIAL	B
D6071	ABUTMENT SUPPORTED RETAINER PORC/NOBLE CROWN FIXED PARTIAL	B
D6072	ABUTMENT SUPPORTED RETAINER CAST HIGH NOBLE CROWN FIXED PARTIAL	B
D6073	ABUTMENT SUPPORTED RETAINER CAST BASE METAL CROWN FIXED PARTIAL	B
D6074	ABUTMENT SUPPORTED RETAINER CAST NOBLE CROWN FIXED PARTIAL	B
D6075	IMPLANT SUPPORTED RETAINER CERAMIC FIXED PARTIAL DENTURE	B
D6076	IMPLANT SUPPORTED RETAINER PORC/HIGH NOBLE METAL FIXED PARTIAL	B
D6077	IMPLANT SUPPORTED RETAINER CAST METAL FIXED PARTIAL DENTURE	B
D6080	IMPLANT MAINTENANCE	B
D6094	ABUTMENT SUPPORTED CROWN TITANIUM	B
D6210	PROSTHODONT HIGH NOBLE METAL	B
D6211	BRIDGE BASE METAL CAST	B
D6212	BRIDGE NOBLE METAL CAST	B
D6240	BRIDGE PORCELAIN HIGH NOBLE	B
D6241	BRIDGE PORCELAIN BASE METAL	B
D6242	BRIDGE PORCELAIN NOBLE METAL	B
D6250	BRIDGE RESIN W/HIGH NOBLE METAL	B
D6251	BRIDGE RESIN BASE METAL	B
D6252	BRIDGE RESIN W/NOBLE METAL	B
D6602	INLAY CAST HIGH NOBLE-TWO SURFACE	B
D6603	INLAY CAST HIGH NOBLE-THREE + SURFACES	B
D6720	RETAINER CROWN RESIN W/HIGH NOBLE	B
D6721	CROWN RESIN W/BASE-METAL	B
D6722	CROWN RESIN W/NOBLE METAL	B
D6750	CROWN PORCELAIN HIGH NOBLE	B
D6751	CROWN PORCELAIN BASE METAL	B
D6752	CROWN PORCELAIN NOBLE METAL	B
D6780	CROWN 3/4 HIGH NOBLE METAL	B
D6790	CROWN FULL HIGH NOBLE METAL	B
D6791	CROWN FULL BASE METAL CAST	B
D6792	CROWN FULL NOBLE METAL CAST	B
D6930	RECEMENT BRIDGE	A
D6971	POST & CORE PLUS RETAINER	B
D6980	BRIDGE REPAIR, BY REPORT	A
D7140	EXTRACTION	A
D7210	REMOVE IMPACT TOOTH W/MUCOPER FLP	A
D7220	IMPACT TOOTH REMOVAL-SOFT TISSUE	A
D7230	IMPACT TOOTH REMOVAL-PARTIAL BONY	A
D7240	IMPACT TOOTH REMOVAL-COMplete BONY	A
D7241	IMPACT TOOTH REMOVAL-BONY W/COMPLICATIONS	A
D7281	SURGICAL EXPOSURE IMPACT	A
D7285	BIOPSY OF ORAL TISSUE-HARD	A
D7286	BIOPSY OF ORAL TISSUE-SOFT	A

**APPENDIX A
EXHIBIT 3**

ADA Code	Description of Service	CLASS
D7310	ALVEOPLASTY W/EXTRACTION-PER QUADRANT	A
D7320	ALVEOPLASTY W/O EXTRACTION-PER QUADRANT	A
D7430	EXCISION BENIGN TUMOR <1.25 CM	A
D7431	EXCISION BENIGN TUMOR >1.25 CM	A
D7510	INCISION & DRAINAGE ABCESS	A
D8070	COMPREHENSIVE ORTHO TREATMENT ADOLESCENT	B
D8080	COMPREHENSIVE ORTHO TREATMENT ADULT	B
D8090	ORTHODONTIC APPLIANCE FEE	B
D8210	MINOR TREATMENT FOR TOOTH GUIDANCE-REMOVABLE APPL THERAPY	B
D8220	ORTHODONTIC FIXED APPLIANCE TREATMENT	B
D8660	PRE ORTHODONTIC CARE	B
D8670	PERIODIC ORTHODONTIC TREATMENT-VISIT	B
D8680	ORTHODONTIC RETENTION	B
D9110	PALLIATIVE TREATMENT DENTAL PAIN, MINOR PROCEDURE	A
D9220	DEEP SEDATION/GENERAL ANESTHESIA, FIRST 30 MINUTES	A
D9221	DEEP SEDATION/GENERAL ANESTHESIA, EACH ADDITIONAL 15 MINUTES	A
D9951	LIMITED OCCLUSAL ADJUSTMENT	A
D9952	COMPLETE OCCLUSAL ADJUSTMENT	A

APPENDIX B
MIAA/DISTRICT VOLUNTARY SICK BANK
BYLAWS

PURPOSE:

The District shall recognize and permit the establishment of a Sick Bank by MIAA for the purpose of covering administrators stricken with catastrophic illness or accident with the extension of needed sick leave after they have exhausted all of their accumulated sick time.

The main purpose of the Sick Bank is to allow administrators with real needs for additional days to receive these days with no loss of pay.

SICK BANK COMMITTEE:

The Sick Bank Committee shall consist of the Superintendent of Schools and his/her designee, the President of MIAA and the Vice-President of MIAA.

This Sick Bank Committee shall operate and maintain the Sick Bank and shall meet semi-annually and/or as needed. Monthly reports of total days available and total days used shall be reported to the District and to MIAA by the secretary of the committee.

ENROLLMENT:

Enrolling administrators must assign no fewer than three (3) sick days to the Bank. However, administrators wishing to assign more than three (3) days may assign up to ten (10) days.

In subsequent years, any administrator may assign up to one-half of that given year's sick days, with a two (2) day per year contribution if the total number of days accumulated in the Sick Bank drops below five hundred (500) days. Three (3) days shall remain the minimum number of days necessary for new enrollments.

For the year in which they are granted, personal days shall not be considered as sick days by the Sick Bank.

Since all membership is voluntary, any enrolled administrator may elect to resign from the Sick Bank at the end of June or upon termination of employment in the District.

APPLICATION PROCESS:

Any administrator requesting sick days shall have his/her need reviewed by the Sick Bank Committee (the membership of which is outlined above). This Sick Bank Committee shall have the right to assign said days to said administrator depending on said administrator's needs, the number of days available in the bank, and the best interest of the District. At no time shall the Sick Bank be allowed to extend more days than the total in the bank at that given time. In addition, in any single occurrence, days granted to an administrator may not exceed one hundred twenty (120) days.

An administrator must exhaust all of his/her available sick days before any Sick Bank days shall be granted. The administrator shall not be required to expend unused personal days prior to becoming eligible to receive Sick Bank days. Vacation days will be utilized per the approved annual administrator's work calendar.

An administrator may request Sick Bank days if a member of that administrator's immediate family has suffered a catastrophic illness or accident. All other requirements remain the same. The Sick Bank will be limited to granting no more than twenty (20) days for this purpose to any Sick Bank member. Immediate family is defined as spouse, domestic partner, child, parent, sister, brother, or other close relation requiring the administrator's care.

An administrator requesting days from the Sick Bank shall put his/her request in writing or may have a family member do so. The administrator must also submit a note from a doctor substantiating the seriousness of the medical condition, including a diagnosis and prognosis to the extent that it is possible for the doctor to supply such information. All information pertaining to the administrator's application for sick days will be treated with confidentiality by the members of the committee.

When reviewing an application for Sick Bank days, the committee shall determine if the illness or accident fits its understanding of catastrophic. In instances of dispute regarding whether a particular case meets the requirements of being "catastrophic" a neutral third party shall act as an impartial arbitrator. His/her decision shall be binding on all parties.

If the administrator requesting days is not satisfied with the decision of the committee he/she may provide additional documentation to the committee for further consideration. The committee's decision shall be binding.

AMENDING BYLAWS:

The Sick Bank Committee may amend these bylaws in the future as the committee deems necessary.

MIAA SALARY SCHEDULE 2014-2015

Step	HS PRIN	SEC PRIN	EL PR	DIR	CO-ORD	SEC AP	EL AP	195 AP
1	\$145,193	\$131,771	\$122,010	\$122,010	\$111,031	\$111,031	\$101,270	\$92,789
2	\$148,853	\$135,432	\$125,671	\$125,671	\$114,691	\$114,691	\$104,930	\$96,449
3	\$152,514	\$139,092	\$129,331	\$129,331	\$118,352	\$118,352	\$108,591	\$100,110
4	\$156,174	\$142,753	\$132,992	\$132,992	\$122,010	\$122,010	\$112,250	\$103,770
5	\$159,835	\$146,413	\$136,652	\$136,652	\$125,671	\$125,671	\$115,911	\$107,431
6	\$163,495	\$150,074	\$140,313	\$140,313	\$129,331	\$129,331	\$119,570	\$111,091
7	\$167,155	\$153,734	\$143,973	\$143,973	\$132,992	\$132,992	\$123,231	\$114,752
8	\$170,815	\$157,394	\$147,633	\$147,633	\$136,652	\$136,652	\$126,891	\$118,413
9	\$174,476	\$161,054	\$151,293	\$151,293	\$140,313	\$140,313	\$130,552	\$122,072
10	\$178,136	\$164,715	\$154,954	\$154,954	\$143,973	\$143,973	\$134,212	\$125,732
11	\$181,797	\$168,375	\$158,614	\$158,614	\$147,633	\$147,633	\$137,872	\$129,392
12	\$185,457	\$173,397	\$162,275	\$162,275	\$151,293	\$151,293	\$141,532	\$133,053
12+	\$188,238	\$175,998	\$164,709	\$164,709	\$153,563	\$153,563	\$143,656	\$135,049

MIAA SALARY SCHEDULE 2015-2016

Step	HS PRIN	SEC PRIN	EL PR	DIR	CO-ORD	SEC AP	EL AP	195 AP
1	\$146,645	\$133,089	\$123,230	\$123,230	\$112,141	\$112,141	\$102,283	\$93,717
2	\$150,342	\$136,786	\$126,928	\$126,928	\$115,838	\$115,838	\$105,979	\$97,413
3	\$154,039	\$140,483	\$130,624	\$130,624	\$119,536	\$119,536	\$109,677	\$101,111
4	\$157,736	\$144,181	\$134,322	\$134,322	\$123,230	\$123,230	\$113,373	\$104,808
5	\$161,433	\$147,877	\$138,019	\$138,019	\$126,928	\$126,928	\$117,070	\$108,505
6	\$165,130	\$151,575	\$141,716	\$141,716	\$130,624	\$130,624	\$120,766	\$112,202
7	\$168,827	\$155,271	\$145,413	\$145,413	\$134,322	\$134,322	\$124,463	\$115,900
8	\$172,523	\$158,968	\$149,109	\$149,109	\$138,019	\$138,019	\$128,160	\$119,597
9	\$176,221	\$162,665	\$152,806	\$152,806	\$141,716	\$141,716	\$131,858	\$123,293
10	\$179,917	\$166,362	\$156,504	\$156,504	\$145,413	\$145,413	\$135,554	\$126,989
11	\$183,615	\$170,059	\$160,200	\$160,200	\$149,109	\$149,109	\$139,251	\$130,686
12	\$187,312	\$175,131	\$163,898	\$163,898	\$152,806	\$152,806	\$142,947	\$134,384
12+	\$190,120	\$177,758	\$166,356	\$166,356	\$155,099	\$155,099	\$145,093	\$136,399

MIAA SALARY SCHEDULE 2016-2017

Step	HS PRIN	SEC PRIN	EL PR	DIR	CO-ORD	SEC AP	EL AP	195 AP
1	\$148,111	\$134,420	\$124,462	\$124,462	\$113,262	\$113,262	\$103,306	\$94,654
2	\$151,845	\$138,154	\$128,197	\$128,197	\$116,996	\$116,996	\$107,039	\$98,387
3	\$155,579	\$141,888	\$131,930	\$131,930	\$120,731	\$120,731	\$110,774	\$102,122
4	\$159,313	\$145,623	\$135,665	\$135,665	\$124,462	\$124,462	\$114,507	\$105,856
5	\$163,047	\$149,356	\$139,399	\$139,399	\$128,197	\$128,197	\$118,241	\$109,590
6	\$166,781	\$153,091	\$143,133	\$143,133	\$131,930	\$131,930	\$121,974	\$113,324
7	\$170,515	\$156,824	\$146,867	\$146,867	\$135,665	\$135,665	\$125,708	\$117,059
8	\$174,248	\$160,558	\$150,600	\$150,600	\$139,399	\$139,399	\$129,442	\$120,793
9	\$177,983	\$164,292	\$154,334	\$154,334	\$143,133	\$143,133	\$133,177	\$124,526
10	\$181,716	\$168,026	\$158,069	\$158,069	\$146,867	\$146,867	\$136,910	\$128,259
11	\$185,451	\$171,760	\$161,802	\$161,802	\$150,600	\$150,600	\$140,644	\$131,993
12	\$189,185	\$176,882	\$165,537	\$165,537	\$154,334	\$154,334	\$144,376	\$135,728
12+	\$192,021	\$179,536	\$168,020	\$168,020	\$156,650	\$156,650	\$146,544	\$137,763

MIAA SALARY SCHEDULE 2017-2018

Step	HS PRIN	SEC PRIN	EL PR	DIR	CO-ORD	SEC AP	EL AP	195 AP
1	\$149,592	\$135,764	\$125,707	\$125,707	\$114,395	\$114,395	\$104,339	\$95,601
2	\$153,363	\$139,536	\$129,479	\$129,479	\$118,166	\$118,166	\$108,109	\$99,371
3	\$157,135	\$143,307	\$133,249	\$133,249	\$121,938	\$121,938	\$111,882	\$103,143
4	\$160,906	\$147,079	\$137,022	\$137,022	\$125,707	\$125,707	\$115,652	\$106,915
5	\$164,677	\$150,850	\$140,793	\$140,793	\$129,479	\$129,479	\$119,423	\$110,686
6	\$168,449	\$154,622	\$144,564	\$144,564	\$133,249	\$133,249	\$123,194	\$114,457
7	\$172,220	\$158,392	\$148,336	\$148,336	\$137,022	\$137,022	\$126,965	\$118,230
8	\$175,990	\$162,164	\$152,106	\$152,106	\$140,793	\$140,793	\$130,736	\$122,001
9	\$179,763	\$165,935	\$155,877	\$155,877	\$144,564	\$144,564	\$134,509	\$125,771
10	\$183,533	\$169,706	\$159,650	\$159,650	\$148,336	\$148,336	\$138,279	\$129,542
11	\$187,306	\$173,478	\$163,420	\$163,420	\$152,106	\$152,106	\$142,050	\$133,313
12	\$191,077	\$178,651	\$167,192	\$167,192	\$155,877	\$155,877	\$145,820	\$137,085
12+	\$193,941	\$181,331	\$169,700	\$169,700	\$158,217	\$158,217	\$148,009	\$139,141