

AGREEMENT BETWEEN

MAMARONECK BOARD OF EDUCATION

and the

ASSOCIATION OF SCHOOL ADMINISTRATORS

July 1, 2020 through June 30, 2023

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AGREEMENT BETWEEN

MAMARONECK BOARD OF EDUCATION

and the

ASSOCIATION OF SCHOOL ADMINISTRATORS

AGREEMENT between the Mamaroneck Board of Education ("Board") and the Association of School Administrators ("Association") for the period of July 1, 2020 through June 30, 2023 continuing thereafter until either side requests renegotiation.

The Board recognizes the important contributions of the administrative staff to the quality of Mamaroneck Public Schools. Therefore, the Board adopts the following terms and conditions of employment for administrative purposes.

ARTICLE I – RECOGNITION CLAUSE

The Board of Education of the Mamaroneck Union Free School District of the Town of Mamaroneck, New York recognizes the Association of School Administrators, the recognized union, as the employee organization representing personnel with the following specific titles: High School Principal, Middle School Principal, Elementary Principal, Director of Special Education, Director of Health, PE & Athletics, Director of Technology, Secondary Assistant Principal, Director of Dual Language, Assistant Director of Special Education, and Elementary Assistant Principal employed by the School District pursuant to Chapter 392 of the Laws of 1967 of the State of New York conferring upon said Association the rights accompanying recognition set forth in Section 208 of said statute, providing that unchallenged representation status under the Act is hereby conferred subject to and in accordance with the Taylor Law.

ARTICLE II – BENEFITS

1. Health Insurance Premium Contributions

The Board of Education offers individual or family coverage, whichever applies, to all qualified employees and their dependents.

The District reserves the right to change health insurance carriers and/or providers and/or plans provided the level of benefits is substantially the same as the existing plan. The District shall provide 90 days' written notice of the above-referenced change(s) to the Association and shall promptly meet with the Association to

review said change(s) in detail. In the event the Association wishes to challenge whether the level of benefits for the new carrier/provider/plan is substantially similar to that of the existing carrier/provider/plan (and the parties herewith acknowledge that this shall serve as the sole basis for challenge) the Association may demand expedited arbitration to resolve the dispute within 60 days of said notice in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall render his/her determination prior to the effective date of the change in plans.

a. Active Employees

Employee health insurance premium contributions shall be as follows:

School Year	Health Insurance Contribution Rate	Prescription Contribution Rate
February 1, 2018 and each school year thereafter	15%	15%

a) All unit members hired on or after February 1, 2018 shall contribute 18% towards the cost of health insurance coverage (Plan and Prescription coverage).

b. Retired Employees Premium Contributions

Effective October 29, 2008, Retirees shall continue to contribute to the health insurance plan at the percentage of the premium in place at the time of their retirement from the District. Said eligibility is contingent upon the retiree providing at least ten (10) years of service to the District and thereafter retire from the District and into the New York State Teachers' Retirement System. Retirees shall continue to be eligible for basic Medicare reimbursement as per State and Federal regulations.

c. The parties agree to continue discussions in a committee to be chaired by the Assistant Superintendent for Business Operations and the Assistant Superintendent for Student Support Services, Personnel and Administration regarding changes to the health insurance plan.

d. All unit members hired on or after February 1, 2018 shall contribute 30% towards the cost of health insurance coverage in the event said

unit member(s) has between 10-12 years of service in the District as an administrator at the time of retirement. Unit members shall contribute 25% towards the cost of health insurance coverage in the event said unit member(s) has 12 or more years of service in the District as an administrator at the time of retirement.

2. Dental/Welfare Fund

The District shall contribute to the MTA Dental/Welfare fund for each member of the unit annually at the same rate as members of the Mamaroneck Teachers' Association.

3. Annuity Plan

Administrators will be eligible to participate in a tax sheltered "Annuity Plan" established pursuant to the Internal Revenue Service Code.

4. Compensation for Injuries in Line of Duty

When an administrator is absent from her/his duties as a result of personal injury caused by an accident incurred in the course of her/his employment under circumstances entitling her/him to benefits under the Workers' Compensation Law of New York, the employee shall receive full compensation from the School District, less the amount paid under the Workers' Compensation provisions and the employee's full pay provisions shall not be deemed a part of, but shall be in addition to, the sick leave provided for in the regular sick leave plan for a period up to three (3) school years.

Full pay coverage shall extend for a maximum period of three (3) years or during that period in which it is held that the injury is compensatory under Workers' Compensation laws, whichever is shorter. The determination of the Workers' Compensation Board that the disability has terminated shall be conclusive.

5. Retirement Recognition Plan

Members of the unit shall be entitled to a retirement allowance of 25% of their last year's base salary, including longevities, provided they meet the following conditions:

- a. They have a minimum of fifteen (15) years of service in the District; and
- b. They are 55 years or older at the time of their retirement; and
- c. They provide written notice of retirement no later than January 15th to be effective the first payroll period of the following July; and
- d. They retire as of the first payroll period of July.

Such payments shall be made in a lump sum in the first payroll period of July.

Letters of resignation for the purposes of retirement shall be irrevocable.

Any unit member hired after November 5, 2013 shall not be entitled to the aforementioned Retirement Recognition Plan. For example, a teacher who was eligible for the Retirement Recognition Plan as a teacher, who is hired as a unit member after November 5, 2013, would not be eligible for the Plan. An assistant principal hired before November 5, 2013 promoted to another unit position after November 5, 2013, would remain eligible for the Plan.

The current Retirement Recognition Plan shall continue to apply to members of the teacher bargaining unit who were hired on or before October 30, 2012 and who subsequently become administrators.

ARTICLE III – LEAVES

1. Child Care Leave

- a. Administrators will be granted pregnancy/child care leave upon written application. The parties also recognize that such Administrators are required to give notice of their condition. Accordingly, an Administrator intending to file an application for pregnancy/child care leave, will give the Board ninety (90) days' notice in advance of the requested commencement date of the leave, unless medical circumstances require shorter notice.

An administrator who takes a pregnancy related leave must be permitted to take advantage of sick leave entitlement to the same extent that would be the case were she suffering from some other physical disability. The Administrator may exhaust cumulative sick leave during the period of actual disability. A medical certificate of the Administrator's physical condition may be required and the Board may require its own medical evaluation.

Effective July 1, 2020, unit members shall be permitted to utilize up to eight (8) weeks (natural birth) or ten (10) weeks (caesarean) of their own accumulated sick leave days for the absence due to child birth. In the event a unit member has less than eight (8) or ten (10) weeks of accumulated sick leave, the remaining leave time shall be on an unpaid basis. Any and all days used shall be counted towards the 12 weeks available to eligible unit members on an annual basis pursuant to FMLA. Eligibility for FMLA shall be subject to the applicable FMLA requirements. This provision shall be equally applied to paternity leaves.

Child care leave without pay and benefits will be granted to male and female Administrators for a period not exceeding the balance of the school year in which the birth of child, adoption, or other termination of the pregnancy occurred, plus one school year.

2. Personal Leave

- a. Authorized absences for other than personal illness or illness in the immediate family shall be, in general, limited to five (5) days in any school year. Administrators shall generally specify the reasons for the request to the extent that the reasons will not divulge confidential information. Administrators may apply for additional time to the Superintendent.

Effective November 5, 2013, personal leave may only be used for personal business that cannot be accomplished at any time other than during work hours.

Examples include:

1. Closing title in the context of the sale or purchase of a home;
2. Moving from one residence to another;
3. Required appearance at any legal proceeding;
4. Required appearance at any state, county or federal office;
5. Visiting a college when first matriculating a son or daughter;
6. Attending the college graduation of a son or daughter;
7. Attending the wedding of a member of the immediate family—
“immediate family” shall be defined as mother, father, sister, brother, son, daughter;
8. Marriage of the employee;
9. Birth of a child;
10. Observance of established religious holidays as required by the obligations of one’s faith;
11. Attendance at a professional meeting;
12. If emergency circumstances beyond an employee’s control, such as impassable roads and unavailable transportation, deprive an employee of any means of reaching school, his absence may be excused, and he is asked to notify the Office of the Superintendent of Schools between 8:00 a.m. and 8:30 a.m.;
13. Illness in the immediate family – “immediate family” shall be defined as mother, father, sister, brother, son, daughter, spouse (of employee or spouse);
14. Doctor’s appointment.

3. Bereavement Leave

- a. Administrators shall be eligible for five (5) days for each death in the unit member's immediate family, which consists of husband, wife, son, daughter, brother, sister, mother, father, or person in loco parentis of the Administrator or his/her spouse. Administrators may apply for additional time to the Superintendent.

4. Sick Leave

- a. Members of the Association hired prior to September 1, 2004 shall be credited with a total accumulation of three hundred (300) days of sick leave, to be used by said unit member for personal illness during his/her employment with the District, effective January 15, 2008. Said unit members shall not be eligible to receive any other sick days for use during their employment with the District, other than the award of sick bank days to a unit member, pursuant to this Agreement, in the event of a long-term, catastrophic illness and/or injury.

Members of the Association hired after September 1, 2004 shall be credited with sick leave accumulation in accordance with the following subparagraphs. The Association and its members herewith agree to cooperate with the District with respect to determining the number of sick leave days utilized by unit members who were hired on or after September 1, 2004.

- i. For those administrators who have prior service as teachers in the district, they shall be credited with their sick leave accumulation earned as teachers and, thereafter, shall earn 19 days per year as an administrator. The maximum accumulation shall be 205 days.
- ii. For those administrators who do not have prior service as teachers in the district, they shall be credited with 30 sick days in each of their first two years and, thereafter, shall earn 19 days per year as an administrator. The maximum accumulation shall be 205 days.

Members of the Association hired on or after July 1, 2013 shall be credited with twelve (12) sick days at the commencement of their employment. Thereafter, said Association members shall accrue one (1) sick leave day per month for a total of twelve (12) sick leave days per year. Association members shall be permitted to accumulate unused sick leave up to a maximum of 205 days.

5. Sick Leave Bank

- a. A sick leave bank shall be established to provide for income protection for members of the Association in the event of a long-term catastrophic illness and/or injury. Unit members shall be required to exhaust their accumulated sick leave prior to making application to the sick leave bank for sick bank days.
- b. Participation in the sick bank shall be mandatory for all unit members.
- c. Initially, the sick bank will consist of a total of one hundred (100) days. The initial funding of said sick bank shall be as follows:
 - i. Fifty (50) days contributed by the Association. All unit members shall be required to contribute sick leave days to the sick bank on a pro-rata basis to reach the fifty (50) day contribution requirement set forth in this agreement; and
 - ii. Fifty (50) days contributed by the District. Thereafter, the sick bank shall be funded solely through contributions from members of the Association.
- d. The sick bank will be administered by a committee consisting of two members from the District and two members from the Association.
- e. All applicants must submit a medical certificate substantiating the applicant's illness and certifying that the illness and/or injury is long term or catastrophic in nature. The committee shall subsequently determine the sufficiency of proof regarding whether the employee is suffering from a long term, catastrophic illness and/or injury by a majority vote of the committee. The committee shall also be authorized to require the applicant to undergo an evaluation to determine the applicant's eligibility for sick bank days. Any and all decisions of the committee shall be final and binding and shall not be subject to the parties' grievance procedure. In the event the committee is unable to reach a majority determination, the sufficiency of proof regarding whether the employee is suffering from a long-term, catastrophic illness and/or injury shall be determined by a licensed physician mutually agreed upon by the District and the Association. The physician's determination shall be final and binding and shall not be subject to the parties' grievance procedure.
- f. Unused days may be left in the sick bank each year to accumulate to a maximum of two hundred (200) days.
- g. Should the total days in the sick bank fall below one hundred days (100) during the course of the school year, the sick bank will be

replenished solely through the contributions of members of the Association on a pro-rata basis, to ensure that at least 100 days are available for use during the course of any given school year.

- h. The Committee is authorized to grant no more than thirty (30) sick bank days for any one (1) unit member. Should a unit member require more than thirty (30) sick bank days, he/she must reapply to the committee.
- i. Applications for use of sick bank days beyond the school year in which the application is made shall not be approved. A unit member whose illness extends to the following school year must reapply to the sick bank the following school year in order to be eligible for consideration of sick bank days for said school year.
- j. The District shall account for attendance and sick leave accumulation of Association members in accordance with procedures to be established by the Assistant Superintendent for Student Support Services, Personnel and Administration.

ARTICLE IV – DISABILITY and LIFE INSURANCE

1. Long Term Disability Coverage equivalent to the present coverage provided in the First Unum Life insurance Co. Policy, including the heretofore negotiated insurance transfer package. To the extent that the Administrators are out of work for personal illness and are eligible for the District's long term disability coverage, Administrators are required to access that coverage. The District shall pay the difference between the insurance coverage and the regular salary for the balance of the available sick leave.
2. A term Life Insurance Plan for one and one-half (1½ x) times the administrators' annual salary to the nearest \$1,000. Administrators have the option to purchase additional insurance with the cost to be borne by Administrator. (Restricted to limits of insurance provider.)

ARTICLE V – TUITION REIMBURSEMENT

In each year of the Agreement, the District shall allocate \$5,000 for a tuition reimbursement plan for members of the Unit. The percentage of such funds allocated for the Fall semester, Spring semester and Summer semester shall be mutually agreed upon by the parties.

Members of the unit shall submit their requests for such funds to the Superintendent or his/her designee by June 15th for the Fall semester, by November 15th for the Spring semester and by April 15th for the Summer work.

Such requests shall include a complete description of the coursework and how it will benefit the administrator in the performance of his/her duties in the District. Approval of such coursework shall be at the sole discretion of the Superintendent, provided, however, that no more than six (6) credits per year may be taken by any member of the unit, or \$1,000 per year shall be reimbursed to any one member of the Unit.

ARTICLE VI – 403-b CONTRIBUTIONS

1. The Board of Education will make a one-time transfer of monies presently existing in each unit member's individual "Benefit Fund" account, as set forth in the attached Exhibit "B", into an Internal Revenue Code Section 403(b) account as may be selected by the unit member pursuant to the provisions of paragraph 3 and 4 of this Article V.
2. The Board of Education will make an employer non-elective contribution in a sum equal to 1.50% of the total cost for administrative salaries for the contract year, subject to the limitations of Internal Revenue Service Code section 415, and as applicable to Internal Revenue Service Code Section 403(b) plans under Code Section 403(b)(1) and 403(b)(2). The parties herewith acknowledge that said sum shall be based upon the number of unit members employed by the District as of January 1st of each school fiscal year. For each year in which such contribution is made, said monies shall be distributed among unit members participating during the year of contribution. Specifically, each unit member shall receive a sum equal to 1.50% (based upon the above). of his/her base salary for the contract year. In the event a contribution to a unit member's plan would cause the unit member to exceed the contribution limitations applicable to his/her plan account said excess monies shall be paid directly to the unit member as salary, subject to any and all applicable taxes. Unit members must have received compensation during the year of contribution in order to be eligible for this provision. The employer non-elective, non-discretionary contribution will be made in accordance with the school fiscal year.
3. The non-elective employer contributions, as specified above, shall be contributed to such Code Section 403(b) account as may be selected by the unit member pursuant to all of the terms specified herein. If a unit member does not designate a Code Section 403(b) account, or if the account so designated will not accept an employer non-elective contribution for any reason, then the District shall deposit the contribution, in the name of the unit member, into an account established with a Code Section 403(b) provider that will accept such contribution. Each unit member shall notify the District in writing of the total elective contributions, if any, made by such individual to any Code Section 403(b) account, other than with respect to contributions made as an employee or former 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 the required date of the contribution.

4. 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 TRS regarding whether these contributions will be included in the member's final average salary. The District shall fulfill any applicable legal obligations in processing and reporting these contributions to the TRS. In this regard, the Association and its members shall be responsible for their own liabilities to the extent that the Internal Revenue Service, the Courts or the TRS either re-characterizes or denies the intended treatment or characterization of the contribution and further shall hold the District harmless if either of such events shall occur. The terms of the within provision shall be deemed incorporated into the existing 403(b) plan without further amendment of the plan itself.

ARTICLE VII – STAFF DEVELOPMENT

A staff development fund of \$10,000 per year will be provided for the life of this Agreement. This fund will allow Unit members to attend professional conferences or staff development activities approved by the Superintendent of Schools. Such approval should not be withheld unreasonably.

1. Each unit member may apply for an amount of up to \$2,000 per year to attend a professional conference of staff development activity of up to five (5) school days in length.
2. In the event of a conflict, preference will be determined by length of service in the District.
3. Beyond the first year of the Agreement, requests for participation must be made to the Superintendent of Schools on the appropriate form by no later than September 1 for attendance during the first semester and by no later than February 1 for attendance during the second semester or summer. During the first year of the Agreement, requests should be made no later than April 15. The dates may be waived by mutual written agreement of the parties.
4. Once a unit member has participated in the staff development program, he/she will not be eligible for further participation until all unit members have had the opportunity to participate. The intention is for every member of the Unit to participate in this staff development program at least once during the life of the Contract.

If, in any year, the full \$10,000 is not expended, the monies not expended will be carried over to the next school year. A committee of Unit members will meet and recommend to the Superintendent of Schools how the carryover funds should be used. Such uses are to be directly related to supporting the professional development of the unit members. A recommendation should be made to the Superintendent by no later than July 15 regarding carryover funds from the previous school year.

ARTICLE VIII – SALARY

1. Members of the Unit shall be paid according to the attached salary schedules and corresponding title. (Appendix "A").

The schedule will increase as follows:

2020-2021	=	0.25%
2021-2022	=	0.25%
2022-2023	=	0.25%

2. Any new administrator employed on or after July 1, 1997 shall be placed on the appropriate schedule as agreed to between the new administrator and the Board and after discussion with the Association.
3. Those administrators appointed during the school year shall have his/her salary prorated accordingly.
4. When an Assistant Principal assumes responsibility for a Principal for 25 consecutive workdays between September 1 and June 30, the Assistant Principal will receive \$50 a day from the 26th day onward until the end of such coverage. Effective July 1, 2013, this paragraph shall be deemed null and void.

A committee shall be convened consisting of Association and District representatives to discuss the provision of appropriate compensation or support in the event of an administrator's extended absence. Such discussions shall take place in a timely manner upon the request of either party on a case by case basis.

5. All unit members shall receive an annual "summer stipend" in the amount of \$1,500, commencing on July 1, 2009. Each year thereafter, said stipend shall be increased by the negotiated percentage increase to wages.

Effective July 1, 2018, the above referenced "summer stipend" having been incorporated into the salary schedules, shall no longer exist and shall be deemed to be deleted.

6. In the event the District seeks to:

- a. change any of the titles covered under the Recognition Clause; or
- b. change the job description for a particular title covered under the Recognition Clause; or
- c. abolish or create a position covered under the Recognition Clause.

Said actions will be discussed with the Association prior to implementation.

7. Directors hired prior to November 5, 2013, will continue to be paid upon their current schedules. Directors hired after November 5, 2013, shall be paid on the Director of Special Education schedule, which will be re-labeled the Director Schedule.
8. Effective February 1, 2018, all payroll shall be facilitated by way of "Direct Deposit."

ARTICLE IX – LONGEVITY

For administrators appointed effective July 1, 1998 and, thereafter, there will be three longevity steps. Administrators will be granted these longevity increases at the beginning of their 10th, 15th and 20th years. Administrators who have served at least five (5) years as an administrator in the District shall receive up to three (3) years of service credit towards longevity based upon years of service as an administrator in another public school district.

For administrators employed in the District prior to July 1, 1998, longevity shall be provided at the 10th, 15th, 20th and 25th years of service. The longevity amounts are reflected in the attached schedules.

Eligibility criteria for District teachers who thereafter are employed as administrators:

District teachers who thereafter become administrators shall have his/her total years of service in the District credited for purposes of longevity. For example, if an employee was working at the District as a teacher prior to his/her appointment to the new administrative position, then the total years of teaching service with the District will be credited towards longevity. Effective November 5, 2013, this paragraph shall be deemed null and void.

ARTICLE X – MISCELLANEOUS

1. No additional stipends or salary adjustments may be given to any administrator represented by the Association without prior approval from the negotiating Committee of the Association and the Superintendent of Schools.

2. The guidelines below shall be followed when members of the Administrators' Unit will not be in their building on a day when an administrator is scheduled to work.
 - a. If an administrator utilizes sick leave, this shall be reported to the Superintendent's office.
 - b. If an administrator will be out on a scheduled work day for a reason which cannot be charged to sick leave, he/she shall consult with the Superintendent with regard to such request at least two (2) weeks in advance, where possible.
 - c. If an administrator is scheduled to work, but is out of his/her building, the building secretary shall know where the administrator is, and how he/she may be reached in the event of any emergency.
 - d. The twenty-two (22) work days required in July and August shall include the last eight (8) working days in August. The Superintendent's office shall be notified no later than June 1st, on a form provided by the District, for the remaining days to be worked in July and August.

3. Work Year
 - a. The parties herewith agree to codify and define the work year for Unit members, e.g. the work year shall be defined as the period of September 1 through June 30, with teacher holidays and recesses plus twenty-two (22) work days during July and August as defined below.
 - b. Effective July 1, 2009, two (2) days shall be added to the work year for all unit members, thereby increasing the summer work days from twenty (20) to twenty-two (22). The Superintendent shall have the right to schedule up to five (5) of the twenty-two (22) days during the first two weeks in July (meaning during the first ten (10) working days in July), provided the Superintendent gives notice no later than April 15. Additionally, the last eight (8) work days in August shall be required work days. The Superintendent's office shall be notified no later than June 1st, on a form provided by the District, of the remaining days to be worked in July and August.
 - c. Notwithstanding the foregoing, those administrators who work summer days beyond those required by the contract shall be granted compensatory days off. A maximum of two (2) compensatory days off may be used by unit members during the academic school year. For Directors only, said maximum shall be increased to five (5) compensatory days. Both the request to work the extra days and the

request to utilize the days during the school year shall be subject to the advance approval of the Superintendent of School. Said approval shall not be unreasonably withheld. There shall be no accumulation, nor payment for said days. In the event said days are not used during the following academic school year (September 1st- June 30th), said days shall be lost.

4. Labor/Management Committee

A meeting will be conducted in January of each year with the Superintendent, a liaison committee of three Board of Education members and three members of the Association for purposes of improving communication.

ARTICLE XI- GRIEVANCE PROCEDURE

1. DEFINITIONS

- a. A "Grievance" shall mean a claim by a unit member or members that, as to her/him or them, there has been a violation or discriminatory application of the provisions of this Agreement or those existing Board policies related to salaries, hours, and working conditions of the unit members except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or rule or regulation having the force or effect of law, or (2) the Board is without authority to act.

All grievances shall be submitted within sixty (60) days of the date of the alleged violation or the date the grievant should have reasonably known of the alleged violation, or the grievance shall be deemed waived and barred and outside the scope of this procedure. The fact that an administrator's grievance is ruled untimely shall not be deemed a precedent or waiver with regard to another administrator's grievance which is timely, even if such grievance is on the same topic.

- b. "Party in interest" shall include the aggrieved person and any person who might be required to take action or against whom it is required to take action in order to resolve a grievance.

2. PURPOSE

- a. The purpose of this procedure is to secure equitable solutions at the lowest possible administrative level to the disputes which may arise as to matters set forth in paragraph 1(a).

- b. Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration, and having her/his grievance adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall have the opportunity to be present and to state its views at any level in the Grievance Procedure beyond Level One.

3. FORMAL PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The limits specified may, however, be extended by mutual written agreement.

a. Level One

An aggrieved person shall first present her/his grievance, in writing or orally as she/he may choose, to the Superintendent and/or his/her designee with the objective of resolving the matter informally at which time the aggrieved person:

- i. May discuss the grievance personally and alone, or
- ii. May be accompanied, at her/his request, by the Association's representative, or
- iii. May request that the Association's representative act on her/his behalf.

Such meeting will take place within twenty (20) school days after receipt of the written grievance by the Superintendent.

b. Level Two

If the Association is not satisfied with the disposition of the grievance at level One, or if no decision has been rendered, the Association may request, within ten (10) days, a review of the matter by the Board of Education. Any determination made by the Board shall have no bearing upon the Board's right to accept, reject or modify an advisory arbitration award made by an arbitrator at Level Three.

c. Level Three

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within thirty (30) school days after the grievance has been heard by the Board, the aggrieved party may, within (10) school days after the date of the Board's decision or thirty (30) school days after the grievance was heard by the Board, whichever is later, request to submit the grievance to advisory arbitration. The parties shall mutually select the Arbitrator. If the parties cannot agree upon an Arbitrator, the Arbitrator shall be selected pursuant to the rules of the American Arbitration Association. The Arbitrator shall have authority to hold hearings and make procedural rules not inconsistent with this Agreement.

Such hearings shall be held as promptly as practicable after the aggrieved person's request for arbitration, and she/he shall issue her/his decision within a reasonable time after the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and evidence are submitted to her/him. Her/his decision shall be in writing and shall set forth her/his findings of fact and her/his award. The arbitrator shall be without power or authority to alter, amend or modify any of the terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement or the rules or regulations of the Board which were in existence upon the effective date of this Agreement or which were promulgated thereafter but are not inconsistent with the terms of this Agreement. The decision of the Arbitrator shall be advisory to the Board, the Association and the aggrieved person and to the parties in interest, if any. The Board and the Association shall notify one another in writing within thirty (30) calendar days of the award whether the party accepts the advisory award.

The cost of the service of the Arbitrator, including per diem expenses, if any, and the actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

ARTICLE XII- MENTORING PROGRAM

Commencing with the 2008-2009 school year, a mentoring program for Administrators shall be established, which program shall be modeled after the Teachers' mentor program. In order to effectuate said program, a committee shall be established of equal representation to determine criteria and job responsibilities

for the mentor, including training requirements. Said committee shall be established on or before January 1, 2009. It shall be within the Superintendent's sole discretion to determine whether a mentor is necessary for a particular Administrator. It shall also be within the Superintendent's sole discretion to select the mentor for a particular mentee. Such mentor(s) selected by the Superintendent shall receive an annual stipend in the amount of \$1,200.

ARTICLE XIII – TUITION FREE ENROLLMENT OF CHILDREN OF PROFESSIONAL STAFF

Non-resident administrators appointed July 1, 1998, and thereafter, will pay tuition of \$500 per child, per year, for each child attending school in the district. Non-resident administrators appointed prior to July 1, 1998, may enroll their children in the district tuition free.

"Beginning July 1, 2008, Administrators residing outside the School District who are hired effective July 1, 2008, or thereafter, will have the opportunity to enroll their children in the Mamaroneck Union Free School District at a rate of \$5000 per child per year, provided that there is space available, provided that the Administrator will be responsible for transportation arrangements, and provided that the student(s) can be accommodated."

For new unit members hired on or after July 1, 2018, the tuition rate shall be 50% of the NYSED Estimated Non-Resident Tuition Report rates for the year.

ARTICLE XIV – 457 PLAN

Effective October 29, 2008, the District shall establish an IRC § 457 Plan for Unit members, provided such Plan is at no additional cost to the District.

ARTICLE XV

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVI

The Board and the Association agree that complaints regarding pedagogy and/or administrative/supervisory practices that do not constitute misconduct pursuant to Education Law §3020-a are best handled and resolved as close to their origin as possible. The proper channeling of complaints will be as follows:

1. Administrator

2. Appropriate Central Office Administrator
3. Board of Education

If a parent, student, staff or other fails to follow this procedure, and a complaint regarding pedagogy and/or administrative/supervisory practices that do not constitute misconduct pursuant to Education Law §3020-a is made to someone other than the administrator, said complaint will not be validated unless it is brought to the attention of the administrator.

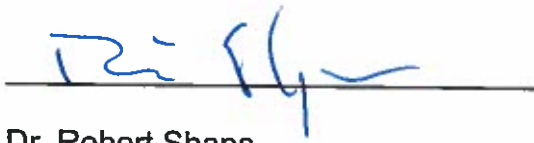
Any verbal or written complaint that the district formally intends to use against the administrator by:

1. including or referencing same as part of the APPR evaluative process; and/or
2. including or referencing same as part of the unit member's personnel file;

must be presented to the administrator, either verbally, or in the case of a written complaint, in writing, with the name of the complainant within thirty (30) calendar days.

Dated: December 3, 2021

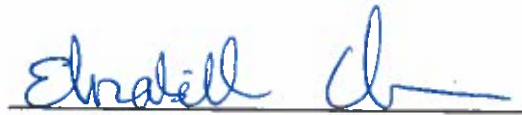
For the Mamaroneck U.F.S.D.



Dr. Robert Shaps
Superintendent of Schools



Jennifer Monaco
Co-President
Association of School
Administrators



Elizabeth Clain
Co-President
Association of School
Administrators

APPENDIX A
MAMARONECK UFSD ADMINISTRATORS SALARY SCHEDULE
FISCAL YEAR 2020-2021

EMPLOYEES HIRED BEFORE JULY 1, 2018

STEP	MS Principal / Director of					
	HS Principal A	Admin. Tech B	Elementary Principal C	Sec Asst Principal E	Elem Asst Principal F	Directors G
1	140,814	134,486	128,161	114,101	102,960	123,818
2	148,547	141,867	135,190	120,349	108,591	130,607
3	156,281	149,251	142,222	126,597	114,221	137,396
4	160,220	152,645	146,163	131,356	117,855	141,745
5	164,159	156,580	150,099	133,872	121,494	144,970
6	168,099	161,066	154,040	137,507	125,129	148,756
7	172,037	165,004	157,975	141,141	128,764	152,486
8	175,972	168,946	161,920	144,781	132,397	156,334
9	179,915	172,887	165,857	147,219	134,844	160,118
10	183,856	176,824	169,792	150,858	138,480	163,907
11	188,229	181,026	173,827	154,436	141,757	167,713
12	192,707	185,329	177,959	158,103	145,123	171,614
13	196,910	189,371	181,839	161,545	148,281	175,352
14	199,839	192,187	184,542	163,944	150,480	177,958
15	202,813	195,046	187,286	166,379	152,714	180,603
16	205,830	197,948	190,071	168,850	154,979	183,288
17	208,894	200,892	192,898	171,358	157,280	186,013
18	212,027	203,905	195,792	173,929	159,639	188,803
19	215,208	206,964	198,728	176,538	162,034	191,635
20	218,436	210,068	201,709	179,186	164,465	194,510

FISCAL YEAR 2020-2021

EMPLOYEES HIRED ON OR AFTER JULY 1, 2018

STEP	MS					
	HS Principal A	Principal / Director of Admin. Tech B	Elementary Principal C	Sec Asst Principal E	Elem Asst Principal F	Directors G
1	160,220	152,645	146,163	131,356	117,855	141,745
2	162,623	154,934	148,356	133,325	119,622	143,872
3	165,063	157,258	150,582	135,325	121,417	146,030
4	167,538	159,617	152,840	137,356	123,238	148,221
5	170,051	162,011	155,133	139,416	125,087	150,443
6	172,602	164,442	157,460	141,507	126,964	152,700
7	175,191	166,908	159,822	143,630	128,867	154,991
8	177,818	169,411	162,219	145,785	130,800	157,315
9	180,486	171,953	164,652	147,971	132,763	159,675
10	183,194	174,532	167,122	150,191	134,754	162,070
11	185,942	177,151	169,629	152,443	136,775	164,501
12	188,731	179,807	172,173	154,730	138,827	166,969
13	191,562	182,505	174,756	157,051	140,909	169,474
14	194,435	185,242	177,377	159,407	143,023	172,016
15	197,351	188,021	180,038	161,797	145,168	174,595
16	200,312	190,841	182,739	164,225	147,346	177,215
17	203,316	193,704	185,480	166,689	149,556	179,873
18	206,366	196,609	188,261	169,189	151,800	182,571
19	208,894	200,892	191,086	171,358	154,076	186,013
20	208,894	200,892	192,898	171,358	157,280	186,013
21	212,027	203,905	195,792	173,929	159,639	188,803
22	215,208	206,964	198,728	176,538	162,034	191,635
23	218,436	210,068	201,709	179,186	164,465	194,510

**MAMARONECK UFSD ADMINISTRATORS SALARY SCHEDULE
FISCAL YEAR 2021-2022**

EMPLOYEES HIRED BEFORE JULY 1, 2018

STEP	MS					
	HS Principal A	Principal / Director of Admin. Tech B	Elementary Principal C	Sec Asst Principal E	Elem Asst Principal F	Directors G
1	141,166	134,822	128,481	114,386	103,217	124,128
2	148,918	142,222	135,528	120,650	108,862	130,934
3	156,672	149,624	142,578	126,913	114,507	137,739
4	160,621	153,027	146,528	131,684	118,150	142,099
5	164,569	156,971	150,474	134,207	121,798	145,332
6	168,519	161,469	154,425	137,851	125,442	149,128
7	172,467	165,417	158,370	141,494	129,086	152,867
8	176,412	169,368	162,325	145,143	132,728	156,725
9	180,365	173,319	166,272	147,587	135,181	160,518
10	184,316	177,266	170,216	151,235	138,826	164,317
11	188,700	181,479	174,262	154,822	142,111	168,132
12	193,189	185,792	178,404	158,498	145,486	172,043
13	197,402	189,844	182,294	161,949	148,652	175,790
14	200,339	192,667	185,003	164,354	150,856	178,403
15	203,320	195,534	187,754	166,795	153,096	181,055
16	206,345	198,443	190,546	169,272	155,366	183,746
17	209,416	201,394	193,380	171,786	157,673	186,478
18	212,557	204,415	196,281	174,364	160,038	189,275
19	215,746	207,481	199,225	176,979	162,439	192,114
20	218,982	210,593	202,213	179,634	164,876	194,996

FISCAL YEAR 2021-2022

EMPLOYEES HIRED ON OR AFTER JULY 1, 2018

STEP	MS					
	HS Principal A	Principal / Director of Admin. Tech B	Elementary Principal C	Sec Asst Principal E	Elem Asst Principal F	Directors G
1	160,621	153,027	146,528	131,684	118,150	142,099
2	163,030	155,321	148,727	133,658	119,921	144,232
3	165,476	157,651	150,958	135,663	121,721	146,395
4	167,957	160,016	153,222	137,699	123,546	148,592
5	170,476	162,416	155,521	139,765	125,400	150,819
6	173,034	164,853	157,854	141,861	127,281	153,082
7	175,629	167,325	160,222	143,989	129,189	155,378
8	178,263	169,835	162,625	146,149	131,127	157,708
9	180,937	172,383	165,064	148,341	133,095	160,074
10	183,652	174,968	167,540	150,566	135,091	162,475
11	186,407	177,594	170,053	152,824	137,117	164,912
12	189,203	180,257	172,603	155,117	139,174	167,386
13	192,041	182,961	175,193	157,444	141,261	169,898
14	194,921	185,705	177,820	159,806	143,381	172,446
15	197,844	188,491	180,488	162,201	145,531	175,031
16	200,813	191,318	183,196	164,636	147,714	177,658
17	203,824	194,188	185,944	167,106	149,930	180,323
18	206,882	197,101	188,732	169,612	152,180	183,027
19	209,416	201,394	191,564	171,786	154,461	186,478
20	209,416	201,394	193,380	171,786	157,673	186,478
21	212,557	204,415	196,281	174,364	160,038	189,275
22	215,746	207,481	199,225	176,979	162,439	192,114
23	218,982	210,593	202,213	179,634	164,876	194,996

**MAMARONECK UFSD ADMINISTRATORS SALARY SCHEDULE
FISCAL YEAR 2022-2023**

EMPLOYEES HIRED BEFORE JULY 1, 2018

STEP	MS					
	HS Principal A	Principal / Director of Admin. Tech B	Elementary Principal C	Sec Asst Principal E	Elem Asst Principal F	Directors G
1	141,519	135,159	128,803	114,672	103,475	124,438
2	149,291	142,577	135,867	120,951	109,135	131,261
3	157,063	149,998	142,934	127,231	114,793	138,084
4	161,022	153,409	146,895	132,014	118,445	142,455
5	164,981	157,364	150,850	134,542	122,102	145,696
6	168,941	161,872	154,811	138,195	125,755	149,501
7	172,898	165,830	158,766	141,848	129,409	153,249
8	176,853	169,792	162,731	145,506	133,060	157,117
9	180,816	173,753	166,687	147,956	135,519	160,920
10	184,776	177,709	170,642	151,613	139,173	164,728
11	189,171	181,932	174,697	155,209	142,467	168,553
12	193,672	186,257	178,850	158,895	145,850	172,473
13	197,896	190,319	182,749	162,354	149,023	176,230
14	200,839	193,149	185,466	164,765	151,233	178,849
15	203,828	196,022	188,224	167,212	153,479	181,507
16	206,860	198,939	191,023	169,695	155,755	184,206
17	209,940	201,898	193,864	172,216	158,067	186,944
18	213,088	204,926	196,772	174,800	160,438	189,748
19	216,285	208,000	199,723	177,422	162,845	192,594
20	219,530	211,120	202,719	180,083	165,288	195,484

FISCAL YEAR 2022-2023

EMPLOYEES HIRED ON OR AFTER JULY 1, 2018

STEP	MS					
	HS Principal A	Principal / Director of Admin. Tech B	Elementary Principal C	Sec Asst Principal E	Elem Asst Principal F	Directors G
1	161,022	153,409	146,895	132,014	118,445	142,455
2	163,437	155,710	149,099	133,992	120,221	144,592
3	165,889	158,045	151,336	136,002	122,025	146,761
4	168,377	160,416	153,605	138,044	123,855	148,963
5	170,902	162,822	155,910	140,114	125,713	151,196
6	173,466	165,265	158,248	142,215	127,600	153,464
7	176,068	167,744	160,622	144,349	129,512	155,767
8	178,708	170,259	163,031	146,515	131,455	158,103
9	181,390	172,814	165,476	148,712	133,428	160,474
10	184,111	175,406	167,959	150,943	135,429	162,881
11	186,873	178,038	170,478	153,206	137,460	165,325
12	189,676	180,707	173,035	155,505	139,522	167,805
13	192,521	183,419	175,631	157,837	141,614	170,322
14	195,408	186,169	178,265	160,205	143,739	172,877
15	198,339	188,962	180,939	162,607	145,895	175,469
16	201,315	191,796	183,654	165,047	148,084	178,102
17	204,334	194,674	186,409	167,523	150,305	180,773
18	207,399	197,593	189,203	170,036	152,560	183,485
19	209,940	201,898	192,043	172,216	154,847	186,944
20	209,940	201,898	193,864	172,216	158,067	186,944
21	213,088	204,926	196,772	174,800	160,438	189,748
22	216,285	208,000	199,723	177,422	162,845	192,594
23	219,530	211,120	202,719	180,083	165,288	195,484

**APPENDIX B
LONGEVITY SCHEDULES**

**MAMARONECK UFSD ADMINISTRATORS SALARY SCHEDULE
LONGEVITY 2020-2023**

<u>Employees Hired Before 7/1/1998</u>		<u>Employees Hired On or After 7/1/1998</u>	
1		1	
2		2	
3		3	
4		4	
5		5	
6		6	
7		7	
8		8	
9		9	
10	4,909	10	2,926
11	4,909	11	2,926
12	4,909	12	2,926
13	4,909	13	2,926
14	4,909	14	2,926
15	10,343	15	5,852
16	10,343	16	5,852
17	10,343	17	5,852
18	10,343	18	5,852
19	10,343	19	5,852
20	16,433	20	8,778
21	16,433	21	8,778
22	16,433	22	8,778
23	16,433	23	8,778
24	16,433	24	8,778
25	20,930	25	8,778
26	20,930	26	8,778