AGREEMENT BETWEEN

THE MILLBROOK BOARD OF EDUCATION

&

THE MILLBROOK ADMINISTRATORS’ ASSOCIATION

July 1, 2017 - June 30, 2020
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I. PREAMBLE
In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees’ Fair Employment Act or Taylor Law), to encourage and increase effective and harmonious working relationships between the Millbrook Central School District Board of Education and its professional personnel represented by the Millbrook Administrators’ Association/ESSAA (hereinafter referred to as the "Association" or “Unit member”), and to enable the professional personnel to participate more fully in and contribute to the development of policies for the School District so that the cause of public education may best be served in the Millbrook Central School District, this agreement is made effective on the first day of July 2006 by and between the chief executive officer (hereinafter the "Superintendent of Schools"), the Board of Education, and the Association.

II. RECOGNITION

A. Recognition Clause #1
This agreement governs the wages, salaries, hours, and terms and conditions of employment of all certified unit member administrators in administrative positions hired by the District except for the Superintendent of Schools, Assistant Superintendent for Curriculum, Instruction & Pupil Personnel Services and the Assistant Superintendent for Business, Finance & Operations. The Board of Education of the Millbrook Central School District recognizes the Millbrook Administrators’ Association/ESSAA as the exclusive representative of the certified unit member administrators in administrative positions in the Association for the purpose of negotiations regarding salary and conditions of employment, except for the Superintendent of Schools, the Assistant Superintendent for Curriculum, Instruction & Pupil Personnel Services, and the Assistant Superintendent for Business, Finance & Operations.

B. Recognition Clause #2
Such recognition shall extend for the period allowed by the Taylor Law.

III. REQUIREMENT OF TAYLOR LAW
It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

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

V. MEMBERSHIP DUES AND DUES DEDUCTION

A. Professional Membership
The Board of Education shall pay the cost of membership in two (2) professional associations of the unit member’s choice except for membership in an employee organization as defined by the Taylor Law.

B. Membership Dues
The Board of Education shall deduct from the salary of each unit member who so authorizes in writing on an agreed-upon form, dues for membership in any appropriate professional
organization so designated by the unit member, and shall promptly transmit the deductions to the Empire State Supervisors and Administrators’ Association (ESSAA).

C. **Deduction Authorization**
   Deduction authorization shall continue in full force and effect until the unit member notifies both the Board of Education and the Association in writing of his/her desire to withdraw his/her authorization. This will take effect the second paycheck after being received by the Business Office.

**VI. WORK YEAR**

A. **Work Year**
   All positions in the Association shall be twelve-month positions.

B. **Vacations**
   Unit members shall be entitled to twenty-five (25) vacation days per year and must use at least ten (10) vacation days each year. All vacation days are subject to the prior approval of the Superintendent of Schools, which approval shall not be unreasonably withheld nor revoked once granted.

C. **Vacation Day Carry Over**
   Unit members may carry over ten (10) unused vacation days each year.

D. **Cash Out of Unused Vacation Days**
   Unit members may convert up to five (5) unused vacation days annually into cash by July 31st upon giving notice of intent to do so by June 30th. The per diem rate of pay for the unused vacation days shall be 1/240th of their annual compensation as of the submittal time of their notice of intent.

E. **Cash Out of Unused Vacation Days upon Resignation**
   Unit members who submit their resignation for purposes other than retirement may be eligible to cash out additional unused vacation days in addition to Section D (above) as follows: Those unit members who are not entitled to use vacation days that remain unused because the unit member’s attendance in their position is deemed necessary by the Superintendent of Schools, shall be permitted to cash out days in excess of the five (5) days authorized as per Section D (above).

F. **Cash Out of Unused Vacation Days upon Retirement**
   Unit members who have worked for at least five (5) years in the bargaining unit may convert up to ten (10) unused vacation days that have been carried forward, into cash upon retirement from the District to receive pension benefits from T.R.S. The per diem rate of pay for the unused vacation days shall be 1/240th of their annual compensation at the time of their retirement.

   Unit members who have worked for at least ten (10) years in the bargaining unit may convert up to fifteen (15) unused vacation days that have been carried forward, into cash upon retirement from the District to receive pension benefits from T.R.S. In addition, those unit members who upon initial employment were required to bank vacation days will be entitled to receive compensation for those days. The per diem rate of pay for the unused vacation days
shall be 1/240th of their annual compensation at the time of their retirement.

G. **Vacation Day Use after Submittal of Retirement Notice**
From the time the employee gives notice of retirement, which shall be no less than ninety (90) days prior to the last day of employment in the District, unit members may not be entitled to use vacation days that remain unused if the unit member’s attendance in their position is deemed necessary by the Superintendent of Schools. If a unit member is not approved for use of unused vacation days, the unit member may be entitled to cash out the additional unused vacation days as approved by the Superintendent of Schools, in addition to compensation for unused vacation days as listed above. Please refer to Article XII for eligibility rules for the contractual retirement incentive.

**VII. HOLIDAYS**
All unit members shall be entitled to the following paid holidays that fall within their scheduled year of employment:

- Independence Day
- Labor Day
- 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
- Good Friday
- Memorial Day

**VIII. SALARY**

A. **Salary Increase**
Percent increases as follows:

- 2017-2018: 2.5% for those unit members who were employed during the 2016-17 school year, effective July 1, 2017.
- 2018-2019: 2.5% for those unit members who were employed during the 2017-18 school year, effective July 1, 2018.
- 2019-2020: 2.5% for those unit members who were employed during the 2018-19 school year, effective July 1, 2019.

B. **Doctoral Stipend**
The doctoral stipend shall be $1,500 per year. The doctoral stipend shall not be added to base salary and shall not be cumulative.

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

D. **Longevity**
1. Upon completion of five (5) years of service in the bargaining unit, longevity shall be paid in the amount of $2,000 effective July 1st of their sixth year of service in the unit given that the unit member is employed by the District on that date. The five (5) year longevity shall be paid outside of the unit member’s base salary during the year it is
acquired, and shall become part of the unit member’s base salary on July 1st of the year following its acquisition.

2. Upon completion of seven (7) years of service in the bargaining unit, longevity shall be paid in the amount of $2,250 effective July 1st of the eighth year of service in the unit given that the unit member is employed by the District on that date. The seven (7) year longevity shall be paid outside of the unit member’s base salary during the year it is acquired, and shall become part of the unit member’s base salary on July 1st of the year following its acquisition.

3. Upon completion of ten (10) years of service in the bargaining unit, longevity shall be paid in the amount of $2,500 effective July 1st of the eleventh year of service in the unit given that the unit member is employed by the District on that date. The ten (10) year longevity payment shall become part of the unit member’s base salary upon its acquisition.

E. Direct Deposit
All compensation to unit members shall be paid via direct deposit into the bank account that is designated on a form to be filed with the business office. The unit member shall be given an electronic pay stub as evidence of each direct deposit.

IX. LEAVES

A. Sick Leave
Each unit member shall be entitled to eighteen (18) sick leave days per year with pay, cumulative to a maximum of 234 days, to be used only for illness. Up to five (5) sick days per year may be used for family illness.

A unit member who has a newborn child or adopts a child shall be entitled to use up to six (6) weeks of his or her accumulated sick leave time from the date of birth or the date of placement with him or her of the adopted child.

Unit members with a minimum of ten (10) years of service in the District who give notice of retirement from the District to receive payments from the New York State Teachers’ Retirement System and who present an irrevocable letter of resignation for the purpose of retirement on or before the February 1st immediately preceding retirement effective June 30th shall be entitled to a payment of $50 for each accumulated sick leave day in excess of 100, up to a maximum of 50 days ($2,500).

B. Personal
Each unit member of the Association shall have five (5) personal leave days per year. Personal leave may be taken for personal matters including, but not limited to, religious observances. Except for emergencies, notice of personal leave shall be given reasonably in advance. Unused personal leave days shall be rolled over into accumulated sick leave.

C. Bereavement Leave
Each unit member shall be allowed four (4) days per year for death in the employee’s immediate family, defined as husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren and household member designed by
the beginning of a semester. In the event of the death of an aunt or uncle, an employee shall be entitled to one (1) day leave of absence without loss of pay for said death, not chargeable to any other leave. Additional bereavement leave may be granted to a unit member at the discretion of the Superintendent of Schools.

D. **Jury Duty**
Any unit member shall be granted leave without loss of pay to perform jury duty. Such leave shall not be deducted from any other leave allowance. If a unit member is "on-call" and it is possible to travel to jury duty from work, she/he shall be required to report to work.

E. **Military Leave**
An Administrator shall be entitled to military leave in accordance with law.

**X. INSURANCE BENEFITS**

A. **Health Insurance**
1. Unit members who participate in the DEHIC Alternative PPO Plan shall contribute towards the costs of individual and family health insurance premiums in the following percentages: 16% effective July 1, 2017, 17% effective July 1, 2018 and 18% effective July 1, 2019 the District shall pay for the remainder of the premium costs.

2. For those unit members who participate in the DEHIC EPO 20 Plan, the employee shall contribute towards the cost of individual and family health insurance premiums in the following percentage: 8% effective in the month when such coverage begins. Further for those unit members who switch to the DEHIC EPO 20 Plan during the 2017-2018 school year, he or she shall be paid a non-recurring cash payment in the amount of $1,000.

3. The District shall discontinue offering coverage under the MVP Health Plan as soon following ratification of the 2017-2020 Collective Bargaining Agreement as unit members may be enrolled in the DEHIC Alternative PPO or DEHIC EPO 20 Plan.

4. In the event of the dissolution of the DEHIC Alternative PPO Plan, those unit members shall automatically be enrolled in its successor DEHIC Indemnity Plan, contributing the same percentages as indicated in paragraph “1” above. If the DEHIC EPO 20 Plan is discontinued, its enrollees shall automatically be enrolled in its successor health insurance plan, while contributing the same percentage towards the cost of health premiums as they were charged under the DEHIC EPO 20 Plan. If both the DEHIC Alternative Plan and the DEHIC EPO 20 Plan are replaced by a single DEHIC Plan, then all unit members shall be enrolled in that single plan, while contributing towards the costs of individual and family premiums at the percentage rates applicable to the DEHIC Plans as set forth in paragraph “1” above.

B. **Section 125 Plan**
The District shall provide a Section 125 Internal Revenue Code Flexible Benefits Plan for unit members of the negotiating unit.
C. **Retiree Health Insurance**
   Effective September 1, 1995, the Board shall contribute 85% of the monthly health insurance premium cost for unit members who retire from the District for the purpose of receiving pension benefits from the New York State Employees’ Retirement System or the New York State Teachers’ Retirement System. This provision is intended to apply to both current and future retirees. To be eligible for District funding of retiree health insurance benefits, the employee must have been employed in the school district for at least ten (10) years.

Effective July 1, 2018, the Board of Education shall contribute health insurance premium costs for retired unit members who have provided a minimum of ten (10) years of service (that is creditable for NYSTRS purposes) to this school district at the same contribution rate for the insurance plan in which the unit member was participating at the time of their retirement.

D. **Dual Health Insurance Restriction**
   As soon as is practicable, unit members whose spouses are also employed by the District shall be prohibited from enrolling in a second family coverage or an individual coverage under the District’s health insurance plan if the spouse is enrolled for family coverage. Nothing shall preclude each spouse from enrolling for individual coverage under said health insurance plan. Where a dual coverage is given up due to the operation of this provision, an annual health insurance buy-out in the amount of $1,500 shall be paid to the affected unit member.

E. **Voluntary Health Insurance Buy-out/Opt-out**
   Each year, unit members who are otherwise health insured may opt out from coverage in the District’s health insurance plan upon filing written notice of exercising this option, including proof of other health insurance, by June 1 of each year, effective July 1 of each year. The opt-out payment shall be a $1,500 opt-out lump sum payment to be paid by December 31 of the school year in which the unit member declined participation in the District health insurance plan for unit members exercising this option.

   Unit members who opt out of the District’s health insurance plan shall be obligated to annually inform the District, in writing, whether or not he/she will be opting out for the next following school year. In the event such notification is not made, the District shall not be obligated to carry such unit member as covered under the plan.

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

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

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

F. **Dental Insurance**
   The District shall provide dental insurance to all unit members as is currently provided to other professional employees of the District. If the District considers changing the District Dental Plan, a MAA member will review the possible new plan(s) along with the
Assistant Superintendent for Business, Finance & Operations and Superintendent of Schools.

G. Life Insurance
The District shall provide a group term life insurance policy covering each unit member with a face value equal to the amount of the individual unit member’s salary rounded up to the nearest $10,000.

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

XII. RETIREMENT INCENTIVE
Unit members with a minimum of ten (10) years of service in the District may quality for a retirement incentive. Unit members who provide the District with an irrevocable letter of resignation for the purpose of receiving benefits from the NYSTRS by December 31st of the school year of their retirement shall receive a lump sum payment of $12,000. Those unit members with between eleven (11) and twenty (20) years of service in the District shall receive an additional $500 for each year of service in the District in excess of ten (10) years of such service. (a maximum of $17,000 after 20 years of service in the District). Unit members shall be permitted to qualify for the incentive only if they retire after having given the required six (6) month notice and only with a retirement effective date of June 30th. The retiring unit member will receive the payment in a lump sum within six (6) months of their effective date of retirement.

XIII. ADMINISTRATIVE PROFESSIONAL DEVELOPMENT
Up to $5,000 annually will be budgeted to provide for the MAA unit members, and the Superintendent of Schools to attend a conference, workshop and/or other venue providing professional development. The MAA President and Superintendent of Schools will work together to select the professional development program(s). Other District-level administrators may be invited to attend by mutual consent of the MAA President and Superintendent of Schools.

The purpose of this funding is to provide professional development and help to develop a cohesive instructional leadership team. If the funding will not allow for attendance of all the MAA unit members and Superintendent of Schools at the selected professional development program, unit members will attend first and the Superintendent of Schools will be given secondary priority for attendance.

If the MAA President and Superintendent of Schools cannot agree on the same professional development opportunity(ies), the MAA President may select a professional development program(s) for MAA unit members not to exceed $2,500 and the Superintendent of Schools may select a professional develop program(s) for MAA unit members not to exceed $2,500.
XIV. SUPERVISORY DUTIES

A. Special Supervisory Duties
   Each unit member will be annually assigned one (1) of the following special supervisory duties
   by the Superintendent of Schools.
   1. Nursing Services and Physical & Health Education
   2. Library/Media
   3. ESL
   4. Fine Arts (Music, Art & Drama)

B. Board of Education Meetings
   The Board of Education and Superintendent of Schools would like to have at least one (1)
   principal in attendance at each Board of Education meeting. Therefore, a schedule for
   attendance of principals at Board of Education meetings will be established by mutual consent
   between the MAA President and the Superintendent of Schools.

XV. EVALUATIONS
   Note: The following evaluation procedure is inapplicable to unit members evaluated pursuant to
   Education Law Section 3012-d.

   Each unit member shall receive an annual written evaluation from the unit member’s immediate
   supervisor no later than August 31st unless a later date is mutually agreed upon by the MAA President
   and Superintendent of Schools. Before any evaluation is placed in a unit member’s file, a conference
   shall be held between the unit member and the supervisor to discuss the evaluation.

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

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

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

XIX. PERSONNEL FOLDER
   The District shall maintain one (1) personnel folder for each unit member.
   Written complaints which are directed to the Superintendent of Schools or Board of Education
   regarding any unit member shall be promptly called to that unit member’s attention and the unit
   member administrator shall be afforded an opportunity to reply to the same. No derogatory complaint
   letter or report shall be placed in the unit member’s file without their knowledge. The unit member
   administrator shall be given a reasonable opportunity to discuss the matter with the complainants.

   No material derogatory to a unit member administrator’s conduct, service, character, or personality
will be placed in his/her personnel file unless the unit member has an opportunity to review the
material. The unit member will acknowledge that he/she has had the opportunity to review such
material by affixing his/her signature to the copy to be filed with the expressed understanding that such
signature in no way indicates agreement with the contents thereof. The unit member administrator will
also have the right to submit a written answer to such material, and his/her answer shall be reviewed by
the Superintendent of Schools and attached to the file copy.

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

XX. GRIEVANCE PROCEDURE

1. A grievance is a claim by any person or group of persons in this Association based upon any
   event or condition affecting the terms and conditions of their employment as contained in this
   contract.
2. All grievances shall be in writing and shall include the name and position of the aggrieved
   party, the identity of the provisions of this agreement involved in the said grievance, the time
   and the place where the alleged events or conditions constituting the grievance occurred, the
   identity of the party responsible for the causing of the said events or conditions, if known to the
   aggrieved party, and a general statement of the nature of the grievance and the redress sought
   by the aggrieved party.
3. No grievance shall be entertained unless signed by the individual(s) aggrieved.
4. Except for informal decisions, all grievances shall be rendered in writing at each step of the
   grievance procedure and promptly transmitted to the grievant and the Association.
5. If a grievance affects a group of persons and appears to be associated with system-wide
   policies, it may be submitted by the Association directly to the Chief Executive Officer.
6. No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be
   taken by the Board of Education or by any member of the administration against the aggrieved
   party, any party in interest, any representative, or any other participant in the grievance
   procedure or any other person by reason of such grievance or participation therein.
7. No grievance will be entertained as described below and such grievance will be deemed waived
   unless the written grievance is forwarded at the first available stage within fifteen (15) school
   days after the aggrieved party knew or should have known the act or condition upon which the
   grievance is based.

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

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

Failure of any party to participate in the duly scheduled hearing in any stage of this procedure shall not
delay disposition of the grievance.
A. **Step 1 of the Grievance Procedure**

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

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

B. **Step 2 of the Grievance Procedure**

If the aggrieved party is not satisfied with the written decision at the conclusion of Step One, she/he may within ten (10) school days after receipt of this written decision file an appeal with the Clerk of the Board of Education. This appeal shall contain copies of the written grievance filed at Step One and the answers thereto. It shall also contain a statement from the aggrieved party of the reasons for the appeal. At the Association’s option, if the grievant is not satisfied with the Step 1 decision, the Association may submit the grievance to advisory arbitration by written notice to the Board of Education within fifteen (15) school days pursuant to American Arbitration Association rules. All costs of the arbitration shall be borne equally by the parties.

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

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

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

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

**XXI. MISCELLANEOUS**

A. **Right to Strike**

Pursuant to the requirements of Section 207B of the Public Employees Fair Employment Act, the Association affirms that it does not assert the right to strike against any government or division thereof, to assist or participate in any strike or impose an obligation to conduct, assist, or participate in such a strike.

B. **Contract Stipulations**

This contract shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms.
C. **Annual Salary Notices**
Annual salary notices, including all specifics, shall be issued within three (3) weeks of the ratification of this Agreement and by July 1 of each subsequent year.

D. **Report to Work Notice**
Unit members will not be required to report to work with the approval of the Superintendent of Schools, which approval shall not be unreasonably withheld, on days when schools are closed due to inclement weather or when a unit member notifies the Superintendent of Schools of dangerous road conditions due to inclement weather.

**XXII. DURATION OF AGREEMENT**
This Agreement shall be effective as of July 1, 2017 and shall expire on June 30, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized respective representatives on this 8th day of May, 2018.

**Millbrook Central School District**

By: ________________________________
Philip D. D’Angelo, Jr., Superintendent of Schools

**Millbrook Administrators’ Association**

By: ________________________________
Karen L. Ferguson, MAA President