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#### **Contract Database Metadata Elements**

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Union: **Nyack Administrators Association**

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5825

**AGREEMENT BETWEEN**  
NYACK UNION FREE SCHOOL DISTRICT BOARD OF EDUCATION  
AND  
NYACK ADMINISTRATORS ASSOCIATION

July 1, 2004 – June 30, 2007

**RECEIVED**

DEC 09 2004

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

10

## NEGOTIATIONS PROCEDURES

### ARTICLE I

A. It is agreed that the basic objective of the negotiating procedure is to establish a written agreement between the Nyack Administrators Association and the Nyack Union Free School District Board of Education. The terms and conditions of employment provided in this agreement may be altered by mutual agreement in writing between parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters from time to time arise of vital mutual concern to the parties, which have not been fully or accurately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing the necessary information and otherwise constructively considering and resolving any such matters.

B. No later than the first week in December of the last year of this agreement, the parties will enter in good faith negotiations over a successor agreement covering the following school year. If such an agreement is not concluded by the end of the first full week in February, either party may request the use of mediation. The parties will seek to agree on a mutually agreeable mediator and will obtain a commitment from said mediator to serve. In case of mediation by private person, the cost of such mediator shall be shared equally by the parties. If the parties are unable to agree upon a mediator or obtain such a commitment, the parties shall request the State Public Relations Board to assist the parties to reach an agreement. If the parties retain a private mediator and have not reached an agreement by approximately March 1 (which is about sixty (60) days prior to the budget submission date), either party may request the State Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact finding will be governed by the provisions of Section 209 of the Civil Service Law.

C. Neither party in any negotiations shall have any control over the selection of representatives of the other party and each respects the right of the other to select its representatives from within or without the school district. Each party will designate a negotiating team of two members with one member designated as "chief negotiator". In the event that a member of either negotiating team is unable to be present for a meeting, that unit may temporarily substitute another negotiator so that the negotiating sessions may continue. Each negotiating team shall be free to have a consultant(s) present at any or all meetings. Such consultant shall be, by virtue of special training and experience, able to add significantly to the progress of negotiations at particular times.

Any consultant used by either party shall be responsible to both parties as authenticity and sources of information presented. Any expense for said consultant will be solely the responsibility of the party utilizing his/her services.

D. Although no final agreement can be executed without ratification by the Nyack Administrators Association and the Nyack Board of Education in a legally constituted meeting, the parties mutually pledge that their representatives will be clothed with all the necessary authority to make proposals, consider proposals and reach compromise in the course of negotiations.

E. When the negotiators have reached mutual agreement on a total proposal, a joint report shall be prepared and signed by both negotiating teams and then submitted to the Nyack Administrators Association and the Nyack Board of Education for ratification. The negotiators will recommend to their respective bodies the ratification of the total proposal in its mutually agreed upon written form.

F. The Nyack Board of Education and the Nyack Administrators Association agree to use mutually agreed upon facilities for the purpose of conducting negotiations. Any expense involved in using a facility for negotiations will be shared equally between the Nyack Board of Education and the Nyack Administration Association.

G. The negotiating team will establish a mutually acceptable series of meetings for the purpose of negotiations. The time, date and place of each meeting will be agreed upon at the conclusion of the prior meeting or before, along with the agenda for the meeting. Once a meeting has been scheduled it can only be rescheduled, or the agenda modified by the agreement of both the chief negotiators.

H. Once written procedures and/or guidelines for negotiations have been established, both negotiating teams shall adhere to them unless mutual agreement is reached to alter them. In this case, the change will be attached in writing and initialed by each chief negotiator.

I. The primary avenue of communication for the negotiating teams will exist between the chief negotiators.

J. Each chief negotiator will attempt to insure that the other will have ample time to discuss and react to any recommendations and/or conclusions.

K. Both negotiating teams agree to maintain the confidential nature of the negotiating sessions to the best of their ability. It is recognized that communications between the negotiators and their respective parties is an absolute necessity, but it should be restricted to these bodies only.

L. The parties on the negotiating teams agree to cooperate in furnishing data and needed data material for the purpose of negotiating and will be willing to provide the sources of the data presented, along with the data.

M. The Nyack Administrators Association negotiating team will submit the complete set of proposals to initiate the formal negotiating process. Proposals may be submitted by either party, and, in case of disagreement the second party shall offer a written counter-

proposal. The negotiations on any item having a financial impact will be considered as part of the total cost of the agreement, thus all agreements involving costs are tentative, therefore, until the total financial impact of all the proposals can be evaluated by both negotiating teams.

## TERMS OF EMPLOYMENT

### ARTICLE II

#### A. Term of Employment:

Administrators are employed on an eleven-month basis and customarily use one month during July and August as an unpaid leave. Should an administrator leave the district prior to the end of a school year he shall be responsible for any pro-rated overpayment which may result because the Board of Education has computed his salary to be paid in 26 equal installments, beginning July 1.

#### B. Newly Employed Administrators:

All newly employed administrators will be employed 12 months at their entry salary. It is understood and agreed that there will be no change for this period of twelve months resulting from any negotiations, and the newly employed administrator will be adjusted to contracted salary change based on a July 1 period.

#### C. Compensation:

1. Salary: See Appendix A.
2. Members of the bargaining unit who reach tenure will be granted a one-time increase of \$3,000.

Tenure increase shall not apply to any administrator who was not on payroll as of the date of this memorandum of agreement. Further, those administrators who received, or will receive, tenure after January 1, 2002, shall receive the tenure increase as a one-time lump sum payment, which shall not be added to base salary.

3. A. Beginning in July 2002, the district may withhold the salary increase of any unit member who does not complete:
  - (a) The required number of observations and the annual evaluations for all the teachers in the administrator's building, for whom that administrator is responsible, signed by the teacher and authoring administrator. [The observations and evaluations shall be done in accordance with the APPR

Plan, which plan, including the observation and evaluation forms are annexed hereto as Appendix B of this Agreement.]: and,

- (b) The Academic Intervention Services reporting form. [The AIS reporting form for each school level (e.g. elementary, middle, and high school) is annexed hereto as Appendix C1, C2, and C3, respectively.]: and,
- (c) The Annual Report, which is due by September 1<sup>st</sup>. [The Annual report form is annexed hereto as Appendix D.]:and,
- (d) Complete the relevant sections of the Board goals. [A copy of the template for the Board goals is annexed hereto as Appendix E.] It is understood that the goals or strategies may change in future years, but that the amount of time required in completing the form will remain substantially the same as in effect for the 2001-02 school year. This report is due by July 15<sup>th</sup>.

4. B. The District's ability to withhold salary is governed by the following procedural rules:

- (a) In order to implement this provision, the District will give each unit member responsible for evaluating teachers notice by September 15<sup>th</sup> of each school year of the tenured and non-tenured teachers to be evaluated. On the High School and Middle School level the Principal shall divide the teachers to be evaluated between the Assistant Principals and the Principal in an equitable manner. On the Elementary School level, each Principal is responsible for the evaluations. Each administrator shall only be responsible for the teachers assigned to him/her and shall not be subject to withholding based upon the failure of any other individual to do his/her work.
- (b) The AIS form is due by June 30. In the event the District has not received the necessary data to complete the form, the District shall extend the deadline. Only the building principal is subject to withholding for the AIS form.
- (c) The Annual report is due by September 1 of each year.
- (d) The District shall notify each administrator of any reports not received by July 15<sup>th</sup> of each year (starting in July 2002) and the administrator shall have until September 1 to submit the report(s) to the Superintendent. For the September 2002, the deadline shall be extended to September 15, 2002. Based upon the assumption that the reports will be submitted, each administrator shall receive her/his full percentage increase effective July 1, and shall continue to receive the increase for the school year, so long as the aforesaid reports are submitted by September 1st. In the event the reports are not submitted, the District shall recoup said increase paid from July 1 through September 1<sup>st</sup> over a corresponding period of time, and shall withhold the rest of the increase until such time as the reports are

submitted. When the reports are submitted, the pro rata portion of the salary remaining for that school year will be paid to the administrator. [e.g. If an administrator does not provide the required evaluations until October 31, and if that administrator's increase was \$2,500, the administrator would receive 8/12 of the raise for the remainder of the school year, or \$1,667.]

- (e) Prior to recouping the salary increase in accordance with paragraph D above, the administrator shall be given notice and if the administrator claims the reports were submitted but not received by the District, the administrator shall have (3) school days to resubmit the reports. In the event the District fails to give such notice, the administrator shall have one week from receipt of the paycheck with the pro rata reduction in which to resubmit the reports, in which event the administrator will be made whole in the next paycheck.
- (f) If extenuating circumstances exist, the District may extend the deadline. The extended absence because of illness of an administrator, substantiated by a doctor's note, shall require the extension of the deadline.

4. A 60 day notice is required when leaving the District with a penalty of one month's salary (1/220) if notification is received after July 1<sup>st</sup>. If the District works out an agreement with this unit member, then this clause may not apply.

5. Longevity:

The salary for each administrator will increase based on the following longevity schedule starting with July 1, 2004 and each year thereafter based on years of service with the Nyack School District.

16 years	\$2,600
20 years	\$3,000

6. Members of the unit on Sept. 1, 2004, who have earned, or in the future earn, a doctorate shall receive a \$2,000 annual stipend.

## ARTICLE III - LEAVE

### A. Cumulative Leave:

1. Provisions: The administrators' cumulative leave will be computed at twenty two (22) days per year, the forty-six days added to his/her cumulative total in the fourth year of employment, cumulative to 220 school days.
2. Deductible Absences:
  - (a) Personal Illness: Notification of each absence must be called in immediately to the Personnel Office indicating the reason for the absence. A doctor's certificate after five (5) consecutive absence days may be required.
  - (b) Unavoidable Absence for Medical Reasons:
    - (i) Quarantine: A staff member's absence for reasons of quarantine imposed by a physician shall be deducted from the cumulative days. A physician's certificate is required.
    - (ii) Serious Illness in the Immediate Family: A serious illness in the immediate family is illness, which the family physician considers to be of such a nature as to require the employee's attendance. A written statement substantiated by the physician is required and the maximum time allowable for any single situation is five (5) consecutive school days. For purpose of this section, the immediate family includes: spouse, children, mother, father, sister or brother of the staff member or any other relative residing in the household of the staff member.
    - (iii) Medical Appointments: If a staff member is unable to obtain an appointment at any other time during the work day for a medical examination, medical treatment, emergency dental work, medical testing, etc., such time requested for one of these purposes may be deducted from the cumulative leave. However, it is understood that every effort will be made to have medical appointments at a time other than the regular school day. This time will be utilized only when no other arrangements can be made and the medical appointments are necessary, or the other staff member is currently ill and must seek medical counsel.
3. Central Sick Bank: Each administrator shall contribute ten (10) sick days from his/her bank to a central pool of 100 days. This central pool may be used by an administrator because of long term illness if all of the individual administrator's sick leave has been exhausted.

B. Non-Cumulative Leave:

1. Short-Term Leave:

Approved Absences: The following are all approved absences to their respective limits herein set forth and will be permitted without loss in salary. In each case, however, it shall be a condition that for such absence the principal of the school notify the superintendent in writing:

- (a) Death in the Immediate Family: A maximum of five (5) working days shall be permitted, depending on the circumstances in each particular case. If more time is needed due to lengthy travel requirements, this may be requested from the Superintendent of Schools. The immediate family includes: spouse, children, mother, brother, father, sister, mother-in-law, father-in-law, or any other relative permanently residing in the employee's household.
- (b) Court and/or Government Agency Appearance: The number of days necessary will be approved if one of the following conditions exist.
  - (i) The staff member is required to witness to testify to facts of general interest before federal, state or county grand jury.
  - (ii) School district is involved and the administrator is a party or witness to the action.
  - (iii) Staff member is required to appear in court or before a government agency.
  - (iv) Jury Duty: The staff member shall reimburse the district in the amount equal to compensation from his/her term. If the administrator serves on jury duty when school is not in session, he will retain any financial compensation received for that day or days. However, it is understood that the staff member must notify the school immediately upon receiving the notification that he is to serve on jury duty.

2. Educational Examinations:

Examinations such as certification examinations and general examinations which are offered by universities, where the staff member is required to be present to take the examination at a given time and date is an allowable absence.

3. Discretionary Absences:

The administrator may make a request in writing to the Superintendent of Schools.

4. Additional Days for Cause:

A maximum of three (3) additional days for cause will be allowed per year. The administrator is required to fill out the form provided for this purpose. The approved listings will be indicated on the form and it will be necessary for the member to check the appropriate item, sign his/her name, and indicate the day or days requested.

DAYS FOR CAUSE

I hereby request the following days \_\_\_\_\_  
for the reason checked below:

- \_\_\_\_\_ Death of a relative or friend
- \_\_\_\_\_ Religious observance not covered by Commissioner's regulation
- \_\_\_\_\_ House closing
- \_\_\_\_\_ Income tax hearing
- \_\_\_\_\_ Court appearance for personal reasons
- \_\_\_\_\_ Probate of will
- \_\_\_\_\_ Retirement conference
- \_\_\_\_\_ Adoption proceedings
- \_\_\_\_\_ Birth of a child
- \_\_\_\_\_ Graduation of the employee or the employee's immediate family
- \_\_\_\_\_ Certification problem requiring personal visit to division of teacher's Education – certification representative
- \_\_\_\_\_ Marriage of the employee or of the employee's immediate family
- \_\_\_\_\_ Personal (no more than two days per year) not to be used for recreation, shopping etc.

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

5. Long – Term Leave:

Absence Due to Injury: Any principal injured performing legal, professional duties will be compensated at his normal salary for the length of time he is unable to perform his assigned, professional duties, as certified by the school physician, but not to exceed two calendar years from the date of injury.

During the period of time the injured party is unable to perform his/her assigned, professional duties, due to injury, deductions will not be made from his/her accumulated sick leave for a period of two calendar years from the date of injury. If, after the passage of two calendar years, the injured party is still unable to perform his assigned professional duties,

deductions from his/her accumulated sick leave will be made. During the time the injured party is unable to perform his/her professional duties, and receives his normal salary, the Nyack School system will be compensated to the full amount received by the injured party under the weekly payment procedures of the Workmen's Compensation Board. Lump settlements made to the injured party by the Workman's Compensation Board for the major injury will be retained by the injured party.

6. Leaves of Absence:

- (a) Leaves of absence for reasons of personal health, for a maximum of one year, may be granted to administrators who have completed three years of employment.
- (b) No childcare leave may be more than two (2) years. An administrator returning from childcare leave will return at the beginning of the semester.
- (c) Leaves of absence may be granted to the administrator who has completed three (3) years of employment to participate in national or international programs or for professional study at the discretion of the Board. Such leaves will be without pay.
- (d) Administrators receiving a leave of absence must report to the superintendent of schools by March 1<sup>st</sup> during the year they are on leave their intentions of returning to the Nyack Public Schools the following school year. Failure to report will be assumed to indicate the intention of not returning and the Board shall have the right to consider the administrator's position as vacant.

7. Professional Leave:

- (a) Eligibility: To be eligible for sabbatical leave, the applicant must have completed seven complete years as an administrator in Nyack Public Schools with the applicant being a candidate in an approved program of study as determined by the superintendent.
- (b) Benefits: The Board of education will agree to 100% of salary during the current leave. The recipient agrees to serve (5) five years in the district following the return from any leave. Should an administrator voluntarily leave, up to three (3) years from his/her return to the district, he/she would be required to repay the entire salary granted during the leave. Should he leave up to the fourth year he/she would be required to repay 40% of the salary granted during the leave, and

should he/she leave before completing his fifth year, it would be necessary for him to pay up to 20% of the salary granted during the leave. The administrator returning to the district will receive the benefits that have been negotiated.

(c) Length of Leave: One year maximum.

(d) Application for Leave:

- (i) Application for professional leave must be made in writing to the Superintendent of Schools no later than January 1<sup>st</sup> of the year preceding the school year for which the leave is requested.
- (ii) The letter of application must include a written statement of purposes of the leave, an outline of the planned studies to be undertaken, and a statement of the potential value to both the individual and the school district.

(e) Selection of Procedure and Criteria:

- (i) The Superintendent of Schools will review the request for professional leave and may request further information of the applicant. The request, along with a recommendation, will be forwarded to the Board.
- (ii) The Board will make the final determination and will notify the applicant of its decision no later than March 1<sup>st</sup> (earlier if possible). The granting of such leave is totally at the discretion of the Board.

(f) Responsibility of the Administrator on Leave:

- (i) The administrator must meet the stated plan and program for which leave was granted, or it is within the jurisdiction of the Board to cancel such leave.
- (ii) To report in writing to the Superintendent of Schools at about the mid-semester and again no later than 30 days after returning to school. Both reports are to indicate the activities covered during the professional leave.
- (iii) The administrator on professional leave will not continue to hold any other position on the district's staff during professional leave. It is understood that he/she may not alter the plans once they have been approved, without approval of the Superintendent and the Board of Education. It is further understood that the administrator is permitted to obtain employment during the time of the leave only with the authorization of the Superintendent of Schools.

## **ARTICLE IV – FRINGE BENEFITS**

### **A. Health Insurance Plan:**

Subject to F below, the Board will pay 100% of the cost of the health insurance plan for each employee. The Board will also pay 100% of the additional cost of the health insurance plan for the employee's eligible dependents. The employer will provide a plan equal to or better than the plan currently in force heretofore.

### **B. Dental Insurance Plan:**

Subject to F below, the Board will pay 100% the cost of the dental insurance plan for each employee. The Board will also pay 100% of the additional cost of the plan for the employee's eligible dependents. The employer will provide a plan equal to or better than the plan currently in force heretofore.

### **C. Life Insurance and Long-Term Disability Insurance:**

Subject to F below, the Board of Education will provide a life insurance policy equal to triple the annual salary of each member up to a cap of \$500,000 with a Guaranteed Issue of \$325,000 subject to the terms and provisions of the existing policy and a long-term disability insurance policy for each member of the Nyack Administrators Association.

### **D. Excess Major Medical:**

An excess major medical/option plan will be provided to the employee and the employee's eligible dependents at no cost to the employee.

### **E. Professional Development:**

The following dollar amounts per unit member will be budgeted for professional development including attendance at conferences, institutes, and graduate course work.

Three thousand two hundred dollars (\$3,200) for each year of the contract.

It is understood that this money may be used only for professional development, e.g. conferences, training, institutes, graduate work, workshops, etc., except with the approval of the Superintendent.

### **F. All members of the Nyack Administrators Association who became members of the Association on/or after July 1, 1983 are responsible for paying twenty percent (20%) of the cost of all insurance provided under this agreement.**

Starting with July 1, 1994 and thereafter, all unit members will contribute twenty percent (20%) of the cost of all insurance provided under this agreement.

Beginning July 1, 1999, new employees will contribute 30% toward benefit package, which includes health, excess major medical, dental, and life insurance.

- G. An administrator who, because of job responsibility, cannot utilize vacation time, shall be entitled to carry over said vacation time to the extent of a maximum of five (5) days per year or under extremely unusual circumstances due to the demands imposed by the District precluding taking vacation time during that year or the following year receive the equivalent of five (5) days additional pay per year provided said administrator receives prior written approval from the Superintendent of Schools. This provision is not cumulative.
- H. The District will pay those employees who decline health (medical, dental, excess life) insurance coverage fifty percent (50%) of the portion of the premium required to be paid by the District to be pursuant to this Agreement. This payment will not be added to the base salary. The District will adopt rules to implement this program consistent with the rules in effect for the program adopted pursuant to the contract between the Nyack Board of Education and the Nyack Teachers Association.
- I. The District agrees to allow administrators to be part of the Flexible Benefit Plan established per Internal Revenue Code Section 125 in order to allow employees to participate in the benefits offered on a "pre-tax" basis.
- J. Administrators who retire after July 1, 1993 are entitled to a reduction in benefit contribution in an amount equal to a maximum of seventy five (75) unused sick days at the individual's per diem rate (1/220). This amount may be used only to reduce the retiree's benefit contribution for health and dental coverage.
- K. Administrators shall receive a maximum amount of \$750 annually, except for the High School Principal who will receive \$1,000 annually, for dues and school related events actually disbursed effective July 1, 2004.
- L. Administrators shall receive a maximum of \$250 annually toward an annual physical examination effective July 1, 1993.

## **ARTICLE V – SCHOOL CALENDAR**

Building level administrators will receive a copy of the proposed calendar and will have an opportunity to submit suggestions for alteration in the calendar prior to its formal adoption.

## **ARTICLE VI – NOTIFICATION OF CONTINUED EMPLOYMENT**

Probationary Staff: The Board will decide and notify any Probationary administrator 90 days prior to the termination day if the administrator is not to be retained.

Tenure Appointment: At least four months prior to the end of the probationary period, a probationary employee shall receive written notice from either the Superintendent of Schools in the event the Superintendent of Schools is not going to recommend said probationary employee for tenure, or at least three months notice from the Board of Education as to any employee whom the Superintendent of Schools recommends for tenure but to whom the Board of Education determines not to grant tenure.

## **ARTICLE VII – GRIEVANCE**

An administrator who is unable to resolve a grievance informally with his/her immediate supervisor may utilize the following formal grievance procedure. A grievance is any alleged violation of this agreement or any dispute with respect to its meaning or application.

Stage I – Supervisor: Submit the grievance in writing to his/her immediate supervisor. Within two (2) school days a conference will be held and a decision rendered in writing by the immediate supervisor. The following establishes immediate superior: for an assistant principal, the immediate superior is the building principal; for a building principal, the immediate superior may be either an assistant superintendent, if the grievance falls within his/her area of responsibility, or the superintendent of schools.

Stage II – Superintendent of Schools: If the grievance is not resolved at the first stage, the administrator may submit the grievance, along with copies of the original grievance and the superior's decision, to the superintendent within (5) days. Within three (3) school days after the Stage II grievance has been filed, the superintendent will hold a conference with the administrator submitting the grievance and render a decision in writing.

Stage III: If the administrator is not satisfied with the decision of Stage II, an appeal in writing may be filed with the Board of Education within five (5) days after receiving the superintendent's decision.

Within seven (7) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance in executive session.

Within two (2) school days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance.

Stage IV – Arbitration:

- A. After such hearing, if the administrator and/or Association are not satisfied with the decision at Stage III, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, and if the grievance shall involve the interpretation or application of any provision of this agreement, the Association may submit the grievance to arbitration by written notice to the Board within fifteen (15) days of the decision at Stage III.
- B. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- C. The selected arbitrator will hear the matter promptly and will issue his decision no later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- D. The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement, nor can he add to, subtract from, or modify any terms of the Agreement.
- E. The decision of the arbitrator shall be final and binding upon all parties.
- F. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

**ARTICLE VIII – MISCELLANEOUS PROVISIONS**

- A. It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval. (Section 204a, Article 14 of the Civil Service Law)

- B. No member of this Association may be required to act as principal of summer school by depriving him of his unpaid leave.
- C. Personnel Files: The material in the personnel files is the property of the Board of education and therefore is privileged information. All observations made of the performance of any member of the administrators' unit which are placed in the files will have been seen and must either be signed or initialed by the member prior to being placed in the file. The member may submit any written statements, which will also be included in the personnel file.

Complaints or letters of complaint that are to be filed in the member's permanent file will be reviewed in coherence with the superintendent. The member must initial the complaint or letter of complaint. Any additional comments the staff member might wish to make regarding the complaint will also be included in the permanent file. The initialing does not indicate anything but that the member is aware of the complaint.

The member, upon request, may review the contents of his file with the personnel officer.

- D. Annuities: The Board agrees to purchase annuities at no cost to the Board of Education for employees in accordance with the provisions of Section 403 (b) of the Internal Revenue Code of 1954, as amended. The superintendent is authorized to approve, on behalf of the Board, applications from employees for agreements with the school district for reductions in contract salary, the amount of such reductions to be remitted to a non-forfeitable annuity account. Entry and change dates are limited to November 1 and March 1.

E. Career Change Incentive:

1. An administrator must have at least twelve years of service in Nyack Public Schools to qualify for this plan.
2. Participating administrators are entitled to an amount equal to 5X his/her number of years in the District X  $1/200^{\text{th}}$  of their final year's contract salary or 50% of his/her final year's contract salary, whichever is greater. Note: the calculation of a participating administrator's contract salary under this plan does not include any coaching, co-curricular or hourly stipends.
3. The District will make payment in equal installments over 4 years. The first payment will be made on July 1<sup>st</sup> after the first anniversary of the participating administrator's resignation and the remaining payments will become due and payable annually thereafter. These payments will be made to the retiree, a designee or his estate upon his death as desired by the retiree.

4. To participate a qualified administrator must give written notice to the Superintendent of Schools by March 1<sup>st</sup> of his/her last year of service. Such written notice must contain a statement that the qualified administrator is resigning for the purpose of retirement or a career change and the effective date for the resignation.
  5. As an additional incentive, if the qualified administrator gives such written notice to the Superintendent of Schools by June 30<sup>th</sup> of the year before his/her last year of service, the qualified teacher will be credited with the equivalent of his/her accumulated sick leave, up to a maximum of 80 days, to apply toward the cost of medical insurance after leaving the district. This additional incentive will be increased to a maximum of 90 accumulated sick days if the qualified administrator gives such written notice to the Superintendent of Schools by June 30<sup>th</sup> of the second year before his/her last year of service or to a maximum of 100 accumulated sick days if the qualified teacher gives such written notice to the Superintendent of Schools by June 30<sup>th</sup> of the third year before his/her last year of service.
  6. Qualified administrators may participate in this plan until the end of the third year after his/her first full school year of eligibility to retire without penalty from the NYS Teachers Retirement System as determined by excluding the enhancement offered by the State.
  7. The district retains the right to participate in any New York State retirement incentive, when available. If the district chooses to participate, each qualified administrator will be able to choose which plan to participate in.
  8. An administrator may rescind his/her early notification resignation if there is a crisis event that creates a significant life change and necessitates him/her continuing to work. He/she can reapply for the notification benefit if he/she is still eligible.
  9. The district will provide to each retiring administrator by July 1<sup>st</sup> of the year they retire a letter that gives the total amount of the incentive, the dates and amounts of each payment and the total amount of accrual from the applicable sick days. Each year the administrator will be notified of the balance of the sick leave fund.
- F. The Board of Education and the Nyack Administrators Association recognize that strikes and other forms of work stoppages are contrary to the law and public policy. Both parties therefore subscribe to the principal that the differences between them shall be resolved without interruption of the educational program in the district.

The N.A.A. and its members affirm that they do not assert the right to strike, nor to assist or to participate in any strike in the district, or to impose an obligation on its members to conduct, assist or participate in any strike.

The Board affirms its obligation to bargain in good faith and resolve any differences expeditiously and to refrain from engaging in improper practices as defined in the Taylor law.

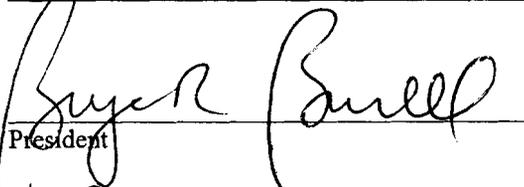
Any individual arrangement, agreement or contract between the Board and an individual, heretofore executed, shall be subject to and be consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If any individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. If any provision of this Agreement or any application of the Agreement to any administrator or group of administrators shall be found contrary to law, then such provision application shall not be deemed valid and subsisting extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- G. This Agreement will be in effect for three (3) years from July 1, 2004 through June 30, 2007.
- H. If it has not done so already, the Board of education has adopted the indemnification provisions of Section 18 of the Public Officers Law.

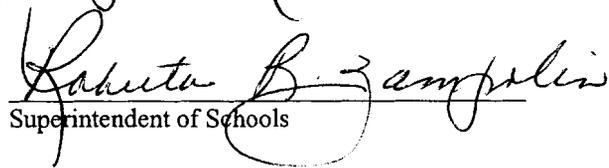
IN WITNESS WHEREOF, the parties hereto have caused their names to be signed by their respective and duly authorized officers on this 17 day of July, 2004.

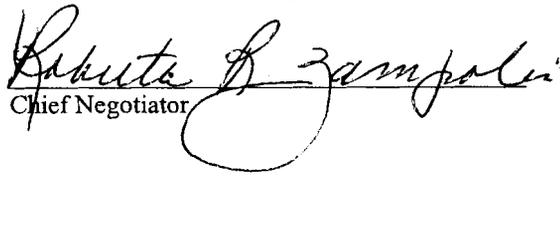
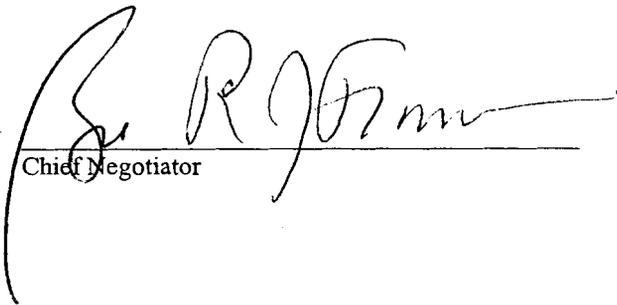
**BOARD OF EDUCATION  
NYACK UNION FREE SCHOOL DISTRICT**

**NYACK TEACHER'S ASSOCIATION-  
NYACK ADMINISTRATORS ASSOCIATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent of Schools

   
\_\_\_\_\_  
Chief Negotiator

**APPENDIX A**  
**NYACK ADMINISTRATORS SALARY SCHEDULE**

<b>2004-05 Year 1</b>	<b>HS</b>	<b>MS</b>	<b>Elem</b>	<b>HS A/P</b>	<b>MS A/P</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
0					
1	106,366	104,366	97,006	90,624	86,688
2	109,086	107,036	99,487	92,942	88,905
3	111,807	109,705	101,968	95,260	91,122
4	114,527	112,374	104,449	97,577	93,340
5	117,247	115,043	106,929	99,895	95,556
6	119,968	117,712	109,410	102,212	97,774
7	122,518	120,214	111,736	104,385	99,852
8	124,447	122,107	113,495	106,028	101,424
9	126,997	124,609	115,821	108,202	103,503
10	129,547	127,111	118,147	110,374	105,580
11	132,097	129,613	120,472	112,546	107,659
12	135,364	132,819	123,452	115,330	110,322
13	138,708	136,100	126,501	118,179	113,048
14	142,134	139,462	129,626	121,098	115,839
15	145,645	142,906	132,828	124,089	118,701
16	149,242	146,436	136,109	127,154	121,633

<b>2005-06 Year 2</b>	<b>HS</b>	<b>MS</b>	<b>Elem</b>	<b>HS A/P</b>	<b>MS A/P</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
0					
1	109,557	107,497	99,916	93,342	89,289
2	112,359	110,247	102,471	95,730	91,573
3	115,161	112,996	105,027	98,117	93,856
4	117,963	115,745	107,582	100,504	96,140
5	120,765	118,494	110,137	102,891	98,423
6	123,567	121,244	112,693	105,278	100,707
7	126,193	123,821	115,088	107,517	102,848
8	128,180	125,770	116,900	109,209	104,467
9	130,807	128,347	119,296	111,448	106,608
10	133,433	130,925	121,691	113,685	108,748
11	136,060	133,502	124,086	115,922	110,888
12	139,425	136,804	127,156	118,790	113,632
13	142,869	140,183	130,297	121,724	116,439
14	146,398	143,646	133,515	124,731	119,315
15	150,014	147,194	136,813	127,812	122,262
16	153,719	150,829	140,192	130,969	125,282

<b>2006-07 Year 3</b>	<b>HS</b>	<b>MS</b>	<b>Elem</b>	<b>HS A/P</b>	<b>MS A/P</b>
<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1	112,844	110,722	102,914	96,142	91,967
2	115,730	113,554	105,546	98,602	94,320
3	118,616	116,386	108,178	101,061	96,671
4	121,502	119,217	110,809	103,519	99,024
5	124,388	122,049	113,441	105,978	101,376
6	127,274	124,881	116,073	108,437	103,728
7	129,979	127,535	118,541	110,742	105,933
8	132,025	129,543	120,407	112,485	107,601
9	134,731	132,198	122,874	114,791	109,806
10	137,436	134,852	125,342	117,096	112,010
11	140,141	137,507	127,809	119,400	114,215
12	143,608	140,908	130,970	122,354	117,041
13	147,155	144,389	134,205	125,376	119,932
14	150,790	147,955	137,520	128,473	122,894
15	154,514	151,609	140,917	131,646	125,930
16	158,331	155,354	144,398	134,898	129,040