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AD / 5224

AGREEMENT

between

the

HVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT

and the

NORTH ROCKLAND ADMINISTRATORS' ASSOCIATION

July 1, 2007 – June 30, 2012

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IT IS HEREBY AGREED by and between the HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT, party of the first part, and the NORTH ROCKLAND ADMINISTRATORS' ASSOCIATION, party of the second part, that the conditions, items negotiated and terms of employment of and for the persons described herein below for the 2007-2008 through 2011-2012 school years shall be as follows:

ARTICLE I - TERMINOLOGY

A. The HAVERSTRAW-STONY PONT CENTRAL SCHOOL DISTRICT may also be referred to in this Agreement as "District."

B. NORTH ROCKLAND ADMINISTRATORS ASSOCIATION may also be referred to in this Agreement as "Association."

C. THE BOARD OF EDUCATION of the District may also be referred to in this Agreement as the "Board."

D. THE SUPERINTENDENT OF SCHOOLS of the District may also be referred to in this Agreement as the "Superintendent."

ARTICLE II - RECOGNITION

The Board of Education recognizes the North Rockland Administrators Association as the organization which represents those professional personnel who serve the District in administrative and/or supervisory positions except the Superintendent of Schools and the Assistant Superintendents or employees who are otherwise represented by another employee organization or designated managerial or confidential by PERB. The Association is the employee organization with which the School District negotiates collectively on behalf of the aforementioned professional employees of the School District in the determination of the terms and conditions of employment and the administration of grievances arising thereunder.

The Association shall consist of the following professional employees of the School District.

1. Principals
2. Assistant Principals
3. Directors
4. Coordinators/Supervisors who spend over 60% of their time in supervisory or administrative duties.
5. Building Level Administrative Assistant.

ARTICLE III – DUTIES, RESPONSIBILITIES AND PREROGATIVES OF ADMINISTRATIVE STAFF AND BOARD OF EDUCATION

1. The Board of Education will solicit recommendations from the administrative staff in the development and implementation of policies that directly affect the areas of responsibility of the administrative staff. These recommendations are not binding upon the Board of Education.

2. Administrators and directors, when possible, shall participate in the interviewing of prospective employees who will be assigned to their division and/or school.

3. Final decision on budget allocations will remain with the Board of Education. Principals and administrators will be consulted in establishing guidelines and submission dates for budget preparation. Budget preparation will take into account the particular needs of the school or department.

4. The principal of each school is responsible for all school connected activities that are conducted within his/her school.

ARTICLE IV – JOB SECURITY

1. The New York State Education Law shall govern tenure and tenurc serviee.

2. Probationary administrators shall be notified no later than ninety (90) calendar days prior to the effective date of the termination of their probationary period of the District's intent to terminate their employment.

ARTICLE V – LIABILITY PROTECTION

The District shall save harmless and protect all professional personnel covered by this Agreement from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any employee, within or without the school building, provided such employee, at the time of the accident or injury, was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of such District.

Professional personnel covered by this Agreement shall notify the Superintendent of any accident or claim against them which might be covered by this section as soon as possible (but no later than ten (10) day) after the accident or incident occurs or as soon as possible (but no later than ten (10) days) after such person knows of the claim.

Further, the District shall provide an attorney or attorneys for, and pay for such attorneys' fees and expenses necessarily incurred in the defense of such employee in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his/her duties within the scope of his/her employment.

ARTICLE VI – ELEVEN MONTH EMPLOYMENT

Eleven month employment shall be defined as eleven calendar months of employment consistent with the Board approved District calendar for professional staff attendance.

Except as otherwise provided in this Article, administrative and supervisory personnel shall be free of professional responsibilities for twenty-three (23) days. At least twenty (20) of these days will be taken between July and August:

Administrators shall take such 20 days free of professional responsibilities between July 1 and no later than the Monday of the last full week in August. Only exceptions requested and approved in writing in advance by the Superintendent of Schools or his designee shall be made to this policy.

All administrators shall work eleven (11) months and four (4) days each year. These four (4) additional days shall be worked at a time designated by the Superintendent, after having consulted with a representative of NRAA.

ARTICLE VII – PROMOTIONS

Whenever any vacancy shall occur in any professional position in the District for which certification is required, the District shall publicize the same by giving written notice of such vacancy and provide for appropriate posting in each school building and by publication in the Superintendent's bulletin. This notice shall clearly set forth the description of the qualifications for the position including duties, salary, procedure for interview and criteria to be used in judging merits of applicants. After the above notices have been given, the District will give consideration to its current employees in the filling of vacancies, but it reserves the prerogative of appointing other qualified people to fill such vacancies.

ARTICLE VIII – GRIEVANCE PROCEDURE

I. **Definition.** Any claim by the Association or an Administrator that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement (it being

understood that only such matters as specifically provided for in this Agreement shall be subject to the grievance procedure contained in this Article.).

2. Time Limits. All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, timelimits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) days after the Administrator knew or should have known the act or condition on which the grievance is based.

3. Association Representation. Upon selection and certification by the Association, the Board shall recognize a grievance representative. This representative or an alternate shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented. Nothing herein contained will be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted without intervention of the Association, provided the Association has been notified jointly by the supervisor and the Administrator, and the adjustment is not inconsistent with the terms of this Agreement.

4. Procedure. The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. When requested by the Administrator, the Association representative may

intervene to assist in this resolution. However, should such informal processes fail to satisfy the Administrator, then a grievance may be processed as follows:

Step 1. The employee or the Association may present the grievance in writing to the employee's supervisor who will agree for a meeting to take place within four (4) days after receipt of the grievance. The Association's representative, the aggrieved Administrator, and his/her supervisor shall be present for the meeting. The supervisor must provide the aggrieved Administrator and the Association with a written answer on the grievance within two (2) days after the meeting.

Step 2. If the Administrator initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Step 1, then the Association may refer the grievance to the Superintendent or his/her official designee within six (6) days after receipt of the Step 1 answer or within eight (8) days after the Step 1 meeting, whichever is the later. The Superintendent shall arrange for a meeting with the representatives of the Association's grievance committee to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have four (4) days in which to provide his/her written decision to the Association.

Step 3. (a) If the Administrator and/or the Association are not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after receiving the decision at Step 2. The official grievance record maintained by the Superintendent may be available for the use of the Board of Education.

(b) Within ten (10) working days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

(c) Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

Step 4. (a) If the Association is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within thirty (30) days of the date for the Board's Step 3 reply, then the grievance will be deemed withdrawn.

(b) Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of 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 five (5) days, 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/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if the oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

(d) The arbitrator shall have the 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 this Agreement.

(e) The decision of the arbitrator shall be final and binding upon all parties.

Neither the Board or the Association will be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and/or the AAA will be divided equally between the parties.

Should either party request a transcript of the proceedings, then that party will bear the full costs for that transcript. Should both parties order a transcript, then the cost of the two transcripts will be divided equally between the parties.

5. The District acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no administrator may be required to discuss any grievance if the Association's representative is not present.

6. Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step 2.

7. No reprisals of any kind will be taken by the Board of Education or the administration against any administrator because of his/her participation in this grievance procedure.

8. The Board and the administration will cooperate with the Association in its investigation of any grievance, and, further, will furnish the Association and such information as if requested for the processing of any grievance.

9. Should the investigation or processing of any grievance require that an administrator or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

10. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE IX – ASSOCIATION RIGHTS

1. The District shall grant the Association President or his or her designee up to three (3) days each year of administrative leave for Association business, to attend the NYSTRS meeting and/or to attend SAANYS meetings.

ARTICLE X – JURY DUTY LEAVE

1. Administrators summoned to jury duty shall choose the “one-hour notice” option, shall be granted necessary leave, shall receive full salary and any jury duty remunerations. Such leave shall not be deducted from accrued sick leave.

ARTICLE XI – ON THE JOB INJURY TO PERSON OR PROPERTY

1. In the event that an administrator is injured while on duty and is necessarily absent by reason of such injury, the days of absence during the first year after such injury shall not be included against his/her sick leave days either for the year in which injured or against

accumulated days. The District shall pay his/her salary in full during the first year of such injury provided, however, that the District shall be entitled to reimbursement for any payments which he/she receives or is entitled to receive under New York State Workers' Compensation Act.

After one year of illness due to injury sustained by an Administrator while on duty, he/she may use his/her accumulated days of sick leave until the same are completely used. Such Administrator may be required to undergo an examination by District medical or psychiatric personnel.

2. The School District shall reimburse Administrators for reasonable costs of replacing or repairing dentures, eye glasses, hearing aids, or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed or lost as a direct result of any injury sustained in the discharge of his/her duties within the scope of his/her employment provided such damages, destruction or loss was not due to her/her negligence.

3. The School District shall reimburse Administrators for reasonable costs of any clothing or other personal property damages or destroyed or lost as a result of an assault suffered by him/her while acting in the discharge of his/her duties within the scope of his/her employment, provided such damage, destruction or loss was not due to his/her negligence.

It is understood that property of an Administrator damaged or destroyed by vandalism shall be limited to such property as is brought to the school premises by him/her in connection with his/her work in the District and reimbursement for such loss shall not exceed \$200 per incident, and total liability for all such claims for the entire Association for the contract year shall not exceed \$2,000. The term vandalism shall also include loss by burglary from the school premises while such property is on the school premises.

4. The District will designate special areas at each school building where Administrators shall park their automobiles while on duty. The District shall provide that any administrator who suffers a loss by reason of damage or destruction of his/her automobile parked in an officially designated parking area while he/she is on duty shall be compensated for damages in excess of those paid by his/her own insurance carrier, in an amount not exceeding \$250 per incident, it being understood that the total liability of the District for all such claims within the unit during each contract year shall not exceed \$2,000.

ARTICLE XII – PERSONAL LEAVE

1. Each employee may, in each school year, utilize up to three of the sick leave days provided by Article XII for personal leave. One such day may be taken with reason and two such days shall be allowed without the requirement of providing a reason. Personal leave shall not be taken on a day before or a day after a school holiday as shown on the school calendar.

2. Request for personal leave shall be made to the Superintendent at least five (5) working days prior to the date of the leave, if possible. In the event of an emergency, which is defined as a matter of serious personal concern with a duration of (1) day or less, which includes such matters as accidents, serious family illness, weather conditions or mechanical failure of automobiles or of equipment in the home, automatic approval of the personal leave shall be deemed to have been given. If emergency leave must be taken without prior approval, the Administrator shall report to the Superintendent the cause of the absence upon his/her return to duty. If it is an emergency that can be resolved, the Administrator shall endeavor to resolve it as quickly as possible in order to avoid an absence of longer duration than necessary.

3. Personal leave shall also be granted for the following reasons:

(1) Emergencies or acts of God that prevent an employee from reporting to his/her assigned duties (maximum of one (1) day per year).

(2) Death in the immediate family which includes: spouse, dependent, stepchild, parents, grandparent, parent-in-law, sibling, or sibling-in-law -- five (5) days per occurrence. In unusual circumstances, an additional five (5) days may be granted by the Superintendent.

(3) To attend funeral of relatives - maximum of one (1) day.

(4) Required to be in Court one (1) day. Where an Administrator is subpoenaed to attend Court in any matter except where he/she is a party, absence from duties during such required Court attendance shall not be charged against personal leave. When an Administrator receives a subpoena to attend at Court, he/she shall give notice thereof to the Superintendent as soon as possible, for the purpose of giving the school authorities an opportunity of arranging either an adjournment or a specific time for such Court attendance.

(5) High School and College graduation of member of the immediate family one (1) day.

ARTICLE XIII – ILLNESS LEAVE

1. Sick leave is defined as income protection for employees who through physical or mental infirmities are unable to perform their duties in an effective manner.

2. Each non-tenured Administrator shall have any used sick leave replaced at a rate not to exceed sixteen (16) days per year. At no time shall accrued sick leave exceed two hundred eleven (211) days.

3. (1) All tenured administrators shall be credited once with one hundred seventy-six (176) days of sick leave. At no time shall accrued sick leave total exceed two hundred eleven (211) days.

(2) Each subsequent year, each such Administrator shall have any sick leave replaced at the rate of sixteen (16) days per year. At no time shall accrued sick leave total exceed two hundred eleven (211) days.

4. (1) A North Rockland tenured teacher who moves into the Administrators' Unit (or into any position represented by the Administrators' Unit) shall not be entitled to sick leave as referred to in Section 3(1) of this Article but will be eligible to receive credit for his/her prior accrued sick leave up to the maximum of two hundred and eleven (211) days permitted hereunder.

(2) In the event of illness, a tenured administrator exhausting his/her accrued sick leave will resume services with a minimum of fifteen (15) days to which fifty (50) additional days shall be added after he/she has been on duty for thirty (30) days.

5. Should it become necessary for an Administrator to be absent under this Article, said Administrator shall inform the Superintendent of Schools of his/her absence through his/her immediate supervisor. Whenever possible and applicable, such notification shall be given prior to the absence.

6. An Administrator absent on sick leave for more than five (5) consecutive school days may be required to furnish a written statement, signed by a physician, concerning the nature and extent of the illness. The District reserves the right to have the employee examined by the school physician if the infirmity is claimed to be physical and by the school psychiatrist if the infirmity is claimed to be mental. Upon return to duty following an illness for which the Administrator has been absent at least thirty (30) consecutive school days, he/she shall be required to furnish a signed statement from his/her physician certifying that he/she is physically, or mentally able to return to full duty.

7. If an Administrator is required to be absent because of illness of a member of his/her immediate family, up to ten (10) days of absence because of such illness shall be charged to his/her sick leave. No more than five (5) days of family sick leave may be taken consecutively.

8. Upon the recommendation of the immediate supervisor and the approval of the Superintendent, in his/her discretion, an Administrator will be given permission to attend professional conferences at no cost to the School District. There shall be a ten (10) day/year limit to this.

ARTICLE XIV – HEALTH, DENTAL AND LIFE INSURANCE COVERAGE

The District may transfer coverage for health insurance from the insurance company under which it currently insures the administrators in the District to another insurance company. The Association agrees to allow the District to self-insure for health benefits under a plan limited to District employees or in a plan with other school districts in the county. It is mutually agreed that any decision to change health insurance coverage will be made jointly by the District and the

Association. The District and the Association further agree that, except as hereinafter provided, coverage and benefits should be equal to or superior to the coverage and benefits provided at the time the then current health insurance plan (Empire Blue Cross Blue Shield, Blue Choice - July 1, 1994) was first adopted. The following provisions shall apply:

1. Administrators Hired Prior to July 1, 2005

(a) Any administrator who has served three (3) years in the District shall, upon request, be covered immediately under the plan regardless of any change in status from single to married or family or divorced, etc. The District shall pay ninety percent (90%) of the actual maximum premium and ten percent (10%) shall be paid by the administrator for administrator and dependent coverage. Dependent children will be covered in accordance with the District's current health insurance plan. The District will extend coverage on the same basis to domestic partners of District employees if the employee and his or her domestic partner meet the certification requirements of the insurance company.

At the end of the third year of employment, each administrator shall receive a form which indicates whether or not that administrator wishes to be covered by an insurance plan offered to the unit. The administrator shall sign and return the form to the Assistant Superintendent for Personnel whether he/she elects the coverage or not. The form shall specify the date by which it must be returned.

(b) Any first, second, or third year administrator may participate in the plan on the same basis as administrators with three (3) years of service, except that they shall be required to contribute one fifth (20%) of the cost of the premium. These monies shall be turned over to the District to help offset the cost of health insurance premiums and offset the cost of

covering those retirees who are not required to contribute the full ten percent (10%) of health insurance premiums in retirement.

(c) Upon his or her retirement with TRS or ERS eligibility to receive benefits, an administrator is guaranteed medical insurance after ten (10) years of District service, provided the administrator has participated for at least two (2) years prior to retirement in the District health plan. If an administrator has not participated in health insurance for the last two (2) years of employment, he/she will not be eligible to receive health insurance on retirement. Upon retirement, the administrator contribution will continue at the same rate as the administrator was contributing at the time of his/her retirement. When a retired administrator turns age 65, the administrator must enroll in Medicare Part B for primary coverage. The cost of such participation shall be paid for by the individual, but the cost will be reimbursed annually by the District. This is to comply with Board policy. If an employee is receiving retirement benefits from TRS or ERS, but has not reached age 55 and meets all other criteria to receive retiree health insurance, then the retiree must pay 100% of the premium costs for health insurance until he or she reaches age 55 to receive such benefits. Such payments may be made to the District, monthly by the retiree or in two (2) separate annual payments, on July 1 and January 1.

2. Administrators Newly Hired by the District On or After July 1, 2005

(a) Any administrator who has served three (3) years in the District shall, upon request, be covered immediately under the plan regardless of any change in status from single to married or family or divorced, etc. The District shall pay eighty-five percent (85%) of the actual maximum premium and fifteen percent (15%) shall be paid by the administrator for

administrator and dependent coverage. Dependent children will be covered in accordance with the District's current health insurance plan. The District will extend coverage on the same basis to domestic partners of District employees if the employee and his or her domestic partner meet the certification requirements of the insurance company.

At the end of the third year of employment, each administrator shall receive a form which indicates whether or not that administrator wishes to be covered by an insurance plan offered to the unit. The administrator shall sign and return the form to the Assistant Superintendent for Personnel whether he/she elects the coverage or not. The form shall specify the date by which it must be returned.

(b) Any first, second, or third year administrator may participate in the plan on the same basis as administrators with three (3) years of service, except that they shall be required to contribute one fifth (20%) of the cost of the premium. These monies shall be turned over to the District to help offset the cost of health insurance premiums and offset the cost of covering those retirees who are not required to contribute the full ten percent (10%) or fifteen percent (15%) of health insurance premiums in retirement.

(c) Upon his or her retirement with TRS or ERS eligibility to receive benefits, an administrator is guaranteed medical insurance after ten (10) years of District service, provided the administrator has participated for at least two (2) years prior to retirement in the District health plan. If an administrator has not participated in health insurance for the last two (2) years of employment, he/she will not be eligible to receive health insurance on retirement. Upon retirement, the administrator contribution will continue at the same rate as the administrator was contributing at the time of his/her retirement. When a retired administrator

turns age 65, the administrator must enroll in Medicare Part B for primary coverage. The cost of such participation shall be paid for by the individual, but the cost will be reimbursed annually by the District. This is to comply with Board policy. If an employee is receiving retirement benefits from TRS or ERS, but has not reached age 55 and meets all other criteria to receive retiree health insurance, then the retiree must pay 100% of the premium costs for health insurance until he or she reaches age 55 to receive such benefits. Such payments may be made to the District, monthly by the retiree or in two (2) separate annual payments, on July 1 and January 1.

(d) For purposes of Article XIV, all District service in another bargaining unit shall be credited in determining health insurance benefits.

(e) Health Insurance Committee – The District and all employee organizations shall continue to actively participate in the joint health insurance committee. The Committee shall regularly meet to review costs, participation rates and benefit design. The Committee shall recommend changes in health insurance benefits and plan design that will result in savings to all plan participants and the District. Recommendations may include benefits offered, contribution levels, co-pays, deductibles, tiered plans or other design changes. Prior to adoption and implementation, such changes shall be subject to approval of the Board of Education and all employee organizations.

(f) The parties agree that health and dental insurance coverage will be maintained and continued for all employees who are represented by the NRAA to the same extent and on the same basis in all respects to the coverage which are furnished to the majority of District employees.

(g) Any modification or amendment of the health or dental plan other than a contribution toward premiums agreed to by the District and the majority of District employees shall automatically also be effective for the Association and its members on the same effective date.

(h) The District shall provide each unit member with a life insurance policy of \$150,000. Prior to the retirement, a unit member may elect to continue his/her current term life insurance at his/her sole expense provided, however, that the carrier, after full disclosure, will continue such coverage; and provided, further, that such coverage is legally permissible.¹

(i) Administrators on authorized unpaid leave shall be covered upon their return on the same basis though their service was uninterrupted, except the administrator shall not be credited with such time toward his/her service for salary or seniority purposes.

(j) If an Administrator can show that by reason of coverage elsewhere he/she does not require coverage under either the health or dental group policies furnished by the District, such administrator may elect to be covered by the remaining coverage provided under this article.

(k) Every administrator will have a physical annually. Each administrator shall provide verification of such physical to the District. Each administrator shall be paid \$150 each year into a Section 125 flex plan for unreimbursed medical expenses.

¹ Upon retirement the face value of the policy will reduce to \$100,000 under the terms of the policy. Further, under the terms of said insurance policy the face value of the policy is reduced to \$45,500 when the individual reaches age 66; thereafter when the individual reaches age 70 the face value of the policy is reduced to \$14,500.

ARTICLE XV -- PAYROLL DEDUCTIONS

1. The District agrees, through payroll deductions, to purchase annuities for employees in accordance with the provisions of Sec. 403 (h) of the Internal Revenue Code of 1954, as amended. The Superintendent shall approve, on behalf of the District applications from employees for agreements with the District for reductions in contract salary, the amount of such deduction to be remitted to the company specified by the employee in the agreement for the purpose of purchasing a non-forfeitable annuity contract or annuity account qualifying for purposes of Sec. 403 (b).

2. The District shall make available to employees the opportunity to purchase U.S. Government Savings Bonds through payroll deduction.

3. Administrators shall be entitled to have direct deposit of their payroll checks to a bank of their own choosing as long as all paperwork required by the bank is delivered in a form satisfactory to the School District business office for processing and the procedures of the specific bank which the employee utilized do not present extraordinary or unusual technological or logistical difficulties to the business office. This Article shall be limited to not more than fifteen (15) banks.

ARTICLE XVI – USE OF PERSONAL VEHICLE

1. An Administrator required by his/her duties to use his/her personal vehicle will be saved harmless by the District from liability for personal injury and property damage sustained in the course of his employment in excess of the coverage under his/her personal automobile insurance which acts as the primary insurer.

ARTICLE XVII – RETIREMENT

1. The District agrees to consider participation in any State Law which provides an optional early retirement incentive applicable to District administrators.

2. A retiring Administrator will pay for medical insurance at the same rate as at the time of retirement pursuant to Article XIII.

3. Any Administrator who retires with ten (10) years of service with this District shall receive payment for fifty percent (50%) of his/her unused sick leave paid at his/her then current rate of salary, but such payment shall not exceed sixty (60) days. Such payment shall be made by the District to a 403(b) account. Unused sick leave days for payment under this provision shall be calculated at the rate of 1/200th of the annual salary at retirement.

4. Any Administrator must notify the District in writing in the school year he or she intends to be eligible to receive this benefit a) no later than November 15 for two payments; one by December 31st and the other by July 31st or as soon thereafter as practicable; b) no later than March 1st if a single payment is to be made by July 31st or as soon thereafter as is practicable.

ARTICLE XVIII – SALARIES

1. a. The Salary Schedules for the 2007-2008, 2008-2009, 2009-2010, 2010-2011 and 2011-2012 school years are attached hereto as Appendix A. The salary schedules will reflect the following increases:

July 1, 2007 0%
July 1, 2008 – 0%
January 1, 2009 – 2%
July 1, 2009 3.5%
July 1, 2010 – 3.5%
July 1, 2011 – 3.5%

1. b. The salary schedule shall reflect a 2.5% step payment on Step 12 and 17, effective July 1, 2007.

2. Administrators shall advance a step on the salary schedule if eligible based upon their years of credited administrative service in the District.

3. Any unit member who has served in the District for ten (10) years or more in an administrative capacity prior to December 1, 1998, shall receive a longevity payment of \$500 per annum.

4. The District may, at its discretion, provide additional compensation if, in its opinion, the Administrator is providing superior service to the School District.

5. The District shall provide a \$500 annual stipend to those administrators that have been awarded a doctorate from an accredited university.

6. The District shall pay administrators the following amounts into a 403(b) plan:

January 1, 2008 - \$2,000
January 1, 2009 - \$2,000
January 1, 2010 - \$1,000
January 1, 2011 - \$1,000
January 1, 2012 - \$1,000

ARTICLE XIX – ABOLITION OF UNIT POSITIONS

1. The District shall notify the Association ninety (90) days in advance of the intended abolition of any unit position.

2. The District and representatives of the Association shall meet and discuss the system of seniority to be utilized in the event of the abolition of unit positions and consequent excessing of unit personnel.

ARTICLE XX – GENERAL PROVISIONS

1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only by a written amendment signed by both parties to the Agreement. The District and the Association recognize that the District is the legally constituted body responsible for the determination of policies covering the public school system. The District and the Association recognize that the District must fulfill the legal rules and regulations as are lawfully required by the Commissioner of Education and that the District shall not reduce, negotiate or delegate its legal responsibilities. The District does agree, however, that it will not adopt any change in policy which violates any express provision of this Agreement and the Association agrees that it will not require the District to negotiate concerning any term and condition of employment for the life of this Agreement except as explicitly required by this Agreement.

2. Should any section of this Agreement be declared illegal by a final authority of competent jurisdiction, the remainder of the Agreement shall remain in force, and shall not be affected, and the District and Association shall negotiate concerning a substitute section consistent with the law.

3. It is the intention of the parties that this Agreement recognize and comport with the provisions of the Family and Medical Leave Act (29 USC Sections 2601-2654). The parties agree that the Family and Medical Leave Act provides up to 12 weeks of unpaid leave for the

birth or adoption of a child within the first 12 months of the child's life. During such period of FMLA leave an employee shall continue to be covered by District health, dental and life insurance. Paid leave may be available during the period of FMLA leave pursuant to other sections of this Agreement. If any provisions of this Agreement is found by a court, agency or arbitrator to not be in compliance with the provisions of The Family and Medical Leave Act, representatives of the parties shall meet and negotiate to establish a successor provision but in no event shall either party be compelled to grant or relinquish any substantive or procedural right or benefit except as compelled by law.

4. The parties agree that all employees represented by the North Rockland Administrators' Association are expected to know and follow all district policies.

ARTICLE XXI – TERM OF CONTRACT

1. The term of this Agreement shall be five (5) years beginning July 1, 2007 and ending June 30, 2012.

ARTICLE XXII – 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.

{signatures appear on next page}

IT WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto on the ___ day of _____, 2007.

HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT

By: _____
Superintendent of Schools

THE BOARD OF EDUCATION OF THE HAVERSTRAW-STONY
POINT CENTRAL SCHOOL DISTRICT

By: _____
President

NORTH ROCKLAND SCHOOL ADMINISTRATORS' ASSOCIATION

By: _____
President

ATTEST:

District Clerk