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**AGREEMENT**

**BY AND BETWEEN**

**THE CENTRAL ISLIP UNION FREE SCHOOL DISTRICT**

**AND THE**

**CENTRAL ISLIP BUILDING PRINCIPALS' ASSOCIATION**

**July 1, 2007 - June 30, 2012**

**RECEIVED**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Board of Education, Central Islip Union Free School District, Town of Islip, Central Islip, New York (hereinafter referred to as the "Board") and its professional employees represented by the Central Islip Building Principals Association (hereinafter referred to as the "Association") and to enable the professional employees to make recommendations to the Board relative to the policies and operations of the schools in the District, and since the educational welfare of the children attending the Central Islip Schools is of common interest to both the Board of Education and the Central Islip Building Principals Association.

AGREEMENT made this <sup>1<sup>st</sup></sup> day of ~~March~~ <sup>July</sup>, 2008 by and between the **BOARD OF EDUCATION, CENTRAL ISLIP UNION FREE SCHOOL DISTRICT**, Town of Islip, Suffolk County, New York, hereinafter called "**BOARD**" and the **CENTRAL ISLIP BUILDING PRINCIPALS' ASSOCIATION** hereinafter called "**ASSOCIATION.**"

**ARTICLE I - RECOGNITION**

1. The Board hereby recognizes the Association as the exclusive negotiating and bargaining representative for the professional staff consisting of all members of the Principals' Association (including principals, assistant principals, athletic director and administrators).

2. This recognition shall extend through the period of this Agreement and written renewals thereof, unless another employee organization is recognized as the exclusive negotiating and bargaining representative in accordance with the Public Employees Fair Employment Act.

3. Unless otherwise indicated, employees in the above units will hereinafter be referred to as "Principals" and references to male principals will include female principals unless otherwise specified.

**ARTICLE II - NEGOTIATION PROCEDURES**

1. On or about April 15, in the final year of the contract, the parties agree to enter into collective negotiations, in a good faith effort to reach agreement on all matters

raised by either party concerning the terms and conditions of the Building Principals' employment.

2. An impasse in negotiations shall occur if either party states that an impasse exists or in the event the parties have failed to reach an agreement on all topics under negotiation sixty (60) days prior to the budget submission date. In the event of an impasse, either party may submit the impasse to the Public Employment Relations Board.

3. The Board agrees to notify the Association concerning the development and implementation of programs which may affect terms and conditions of employment for which funds may be available from state or federal governments and give the Association an opportunity to express its views.

4. The Board may consult and confer with the Association with respect to proposals and counter-proposals in teaching negotiations.

### **ARTICLE III - GRIEVANCE PROCEDURES**

A. A grievance is a claim based upon the interpretation, meaning or application or a claimed violation of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

B. Procedure:

#### Level One

A principal will first discuss his written grievance with the Chief School Administrator.

Within ten (10) school days the Chief School Administrator will meet with the

grievant or with the Association and the grievant in an effort to settle it.

### Level Two

If the aggrieved person or the Association is not satisfied with Level One or no decision is rendered within ten (10) school days, the aggrieved person or the Association may appeal to the Board of Education within five (5) school days after a decision by the Chief School Administrator, whichever is sooner, within ten (10) school days after receiving the written grievance, the Board of Education will meet with the grievant and or the Association. If the Principal has processed his grievance individually without the Association, then the decision of the Board shall be final and binding upon him.

### Level Three

(a) If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the first meeting of the Board, the Association, within five (5) school days after a decision by the Board or fifteen (15) school days after the first meeting with the Board, whichever is sooner, may request in writing to the Board that the grievance be submitted to arbitration.

(b) Within ten (10) school days after such written request for arbitrator, the Board and the Association will notify the other party in writing of its designated representative on the Arbitration Board and within five (5) school days thereafter, the parties will endeavor to agree upon a third arbitrator who will serve as Chairman of the Arbitration Board. If the parties fail or are unable to agree upon a Chairman of the Arbitration Board, either party may request a list of arbitrators from the American Arbitration Association, from which to select a Chairman of the Arbitration Board. The

parties will be bound by the rules of the American Arbitration Association.

(c) The arbitrators so selected will confer with representatives of the Board and the Association and will hold hearings promptly. The Arbitration Board will issue its decision not later than thirty (30) days from the date of the closing of the hearings. The Arbitration Board's decision shall be final and binding. The decision will be in writing and will set forth the Board's finding of fact, reasoning and conclusions and will be limited to determining the case on the facts of the grievance as presented in the record before the Arbitration Board. The Arbitration Board will be without 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.

(d) The costs for the services of the Chairman of the Arbitration Board will be borne equally by the Board and the Association, and each party will bear the expenses of its representatives and witnesses.

C. Rights of Principals to Representation

Any member of the bargaining unit may be represented at all stages of the grievance procedure by a person of his own choosing except that he may not be represented by a representative, officer or a member of any local principal organization other than the Association.

D. Miscellaneous

1. If a grievance, as defined herein, affects a group or class of principals, the Association may submit such grievance in writing to the Board of Education directly and the processing of such grievance will be commenced at Level Three. The Association

may process such a grievance through all levels of the grievance procedure including arbitration as herein provided for.

2. Decisions rendered at Levels Two and Three of the grievance procedure will be in writing and will be transmitted to the grievant and to the Principals' Association.

3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. Furthermore, any documents, communications, and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said principal unless requested to do otherwise in writing by the principal in question.

4. The denial of tenure or dismissal of a non-tenure principal will not be subject to the Arbitration provisions of this Agreement.

#### **ARTICLE IV - ADMINISTRATORS MEETINGS**

The Assistant Building Principal will attend Administrators' Meetings upon the authorization of the Chief School Administrator.

#### **ARTICLE V - STAFFING**

1. A 2 ½ year probationary period will be established for any Administrator transferred to a new tenure area (subject to the Superintendent of School recommending a lesser term).

2. Substitute Administrators will be provided for those positions wherein an

incumbent is absent thirty (30) days or more (subject to the Superintendent approving an earlier assignment of a substitute).

#### **ARTICLE VI - BOARD POLICY & ADMINISTRATIVE REGULATIONS**

1. The Building Principal shall have the right to recommend the formulation of Board Policy and Administrative Regulations provided such recommendations shall first have been discussed with Central Administration.

2. Input from the CIBPA will be accepted on the matter of new salaries established for new positions; final determination, however, of such language to be provided by the Superintendent of Schools.

The CIBPA, together with the District, will review current "contract language" to establish greater clarity, where necessary.

#### **ARTICLE VII – IN-SERVICE EDUCATION OF ADMINISTRATORS**

1. Within the limits of budgetary appropriation and approval, the cost of in-service courses and programs shall be borne by the District.

2. The subject matter of the courses and programs, including the time and place of schedules, shall be jointly established between the Superintendent and the Central Islip Building Principals' Association with the approval of the Board of Education.

#### **ARTICLE VIII – CONFERENCES/MEETINGS**

Seventy-two (72) hours notice (absent emergency) will be provided on the matter

of conferences/meetings required of members of the unit.

### **ARTICLE IX- SICK LEAVE**

1. Sick leave days may be accumulated from year to year, at a rate of 23 days per year effective with the first year of the Agreement.

Accumulation of sick days for purposes of utilization (and not pay-out at retirement) shall be a maximum of 425 days.

2. A sick day bank of CIBPA unit members will be established and managed by the CIBPA.

### **ARTICLE X - LEAVE DAYS**

Association members shall be granted five (5) business days each year which may be accumulated as sick leave at the end of the year. Association members shall be granted five (5) bedside leave days annually; these days shall not accumulate. Association members will be granted five (5) bereavement days as of the first year of the Agreement. Vacation leave shall be provided at twenty-four (24) days as of the 2007-2008 year; administrators will be allowed to take vacation leave at any time during the period July 1 – September 1 except during the week prior to the start of school. Payment for unused vacation leave accruals will be due a unit member upon retirement or any other than separation of service other a dismissal based upon a disciplinary proceeding.

### **ARTICLE XI- BUY-BACK**

A unit member may, by way of filing notification no later than December 31<sup>st</sup> of a given school year "buy back" a maximum of ten (10) vacation leave days; said payment to be made in July of the following school year.

### **ARTICLE XII - TERMINAL LEAVE**

Terminal leave shall be the same as provided in the Central Islip Teachers' Association Contract. However, this leave shall be based on an accumulation of 200 days (one full year). The divisor shall be 200 and a lump sum payment shall be provided at either party's option. Fifteen (15) years professional service in the District shall be required for eligibility. Administrators hired after September 1, 1997, will receive terminal leave on the basis of four (4) days terminal leave for each five (5) days accumulated sick leave at the time of the administrator's retirement. An administrator who accumulates two hundred (200) days or more sick leave will be awarded terminal leave on a one-to-one basis to a maximum of one full year's salary.

### **ARTICLE XIII - LEAVE OF ABSENCE**

At the discretion of the Board of Education, a leave of absence, with or without pay or salary credit increment of up to one (1) year may be granted for personal or educational reasons. Additional leave may be granted at the discretion of the Board.

Child care leave is to be provided as per the terms of the collective bargaining agreement between the District and the CITA.

#### **ARTICLE XIV - PERSONAL INJURY BENEFITS**

Whenever an administrator is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of employment, he will be paid his full salary (less the amount of any workmen's compensation award made for temporary disability due to said injury) for a period not to exceed six (6) months of such absence, and no part of such absence will be charged to his annual or accumulated sick.

#### **ARTICLE XV- HEALTH CARE COVERAGE**

All current unit members will contribute 10% toward the cost of premiums for medical coverage (individual or family) provided by the District; provided these unit members serve 15 years or more as employees within the Central Islip UFSD they will be entitled to medical coverage into retirement with 100% of the premium cost paid for by the District; as to those unit members hired subsequent to October 1, 2007, upon 15 years of service to the Central Islip UFSD they will be afforded medical coverage into retirement at the same percentage contribution made by the unit member at the time of the unit member's retirement.

#### **ARTICLE XVI – SALARY**

1. The existing salary schedules are to reflect, during each year of the five year Agreement 3.5% annual increases retroactive to July 1, 2007.
2. The District will provide a \$3,250 payment, on an annual basis, for any Administrator obtaining a Doctorate or any Administrator currently holding a Doctorate.

3. New columns MA 75 and MA 90 will be provided effective July 1, 2002; horizontal salary schedule movement for attaining said columns will be based upon completed, approved courses taken subsequent to July 1, 2002.

4. Mr. Richard Ulrich will remain on the "old scale" for salary purposes.

5. Involuntary transfers of a unit member will result in no diminishing of salary.

6. A longevity payment of \$2,750 to be added to salary base at one's 20<sup>th</sup> and 25<sup>th</sup> year of District service. An additional longevity bonus in the amount of \$2,846 is to be added to salary base at the commencement of the 30<sup>th</sup> year of district service.

7. Salary increments are to be increased to \$2,000.00 in year three (3) of the Agreement and to \$2,250.00 in year five (5) of the Agreement.

8. Unit members who administer after school programs are to receive stipends that have been negotiated with the Association. All stipends already in existence or subsequently negotiated will be increased each year of the Agreement by the same percentage increase negotiated as to the salary schedules.

9. Credit for military and Peace Corp. service will be provided as per the Agreement between the District and the CITA.

### **ARTICLE XVII – CURRICULUM**

1. The Building Principal plans for and coordinates cooperatively with Central Administration, the work of all departments and for continuous evaluation and updating of the curriculum.

2. The scheduling and organizing of the building program should rest with the

Building Principal, with the approval of Central Administration.

3. The Principal recommends improvement in the curriculum and evaluates the results of curriculum experimentations.

4. Delegation of authority with regard to curriculum may be made by the Building Principal, subject to approval by Central Administration.

5. Building Principals shall participate in curriculum development through Central Administration.

### **ARTICLE XVIII– SCHEDULING**

1. Subject to the approval of Central Administration and the Board of Education, the Building Principal shall be responsible for the establishment of the teacher-pupil ratio per class group in special areas.

2. Student schedule changes and placement within his building is the prerogative of the Building Principal.

3. The scheduling of assemblies, extra-curricular activities, rehearsals, and all related activities shall first be approved by the Building Principals prior to any final action.

4. The matters referred to in this section are subject to the approval by both Central Administration and the Board of Education.

### **ARTICLE XIX - ASSIGNMENT AND SELECTION OF PERSONNEL**

1. The Principal shall determine all teaching assignments in his school.

2. The Principal shall approve all reassignment of professional personnel.

3. The Principal shall determine teaching load assignments.
4. The Principal shall determine staff needs in light of the entire school program.
5. The Principal shall select all clerical help within the framework of Civil Service Law in his building.
6. The matters referred to in this section are subject to the approval by both Central Administration and the Board of Education.
7. Input will be accepted from the Association on the matter of posting's language with the final approval, however, of such language to be provided by the Superintendent of Schools.

#### **ARTICLE XX - DEPARTMENT MEETINGS**

1. All scheduled meetings are subject to the approval of the Building Principal.
2. The agenda for each scheduled meeting shall be presented to the Building Principal prior to the meeting.
3. All recommended changes in the program or curriculum made at a department meeting shall have the approval of both the Building Principal and Central Administration before becoming effective.

#### **ARTICLE XXI- DIRECTORS/ ADMINSTRATORS**

1. The Building Principal, as delegated representative of the Superintendent, shall have the authority over the programs in his school building.

2. Central Office Administrators and Building Principals shall consult and confer with one another with respect to all aspects of the program relating to the individual building. In the event of any disagreement with respect to the application of a districtwide program to an individual building, the matter shall be resolved by the Superintendent after a conference with both the Building Principal and Central Office Administrators.

### **ARTICLE XXI - TEACHER RECRUITMENT AND HIRING**

The Building Principal to whose building a prospective teacher is to be assigned shall have the right to interview the candidate prior to acceptance for assignments; the final determination, however, to be made by Central Administration.

### **ARTICLE XXIII - DISCIPLINE OF STUDENTS**

Discipline is the responsibility of the Building Principal. The handling of disciplinary problems shall be consistent with established Administrative Regulations and Board Policy.

### **ARTICLE XXIV - STUDENT ADJUSTMENT SERVICE**

The Building Principal shall make the final decisions, subject to approval of Central Administration, with respect to the findings, recommendations and follow-up work of the Student Adjustment Service relating to educational services to the students in the District.

### **ARTICLE XXV - DEFINITION**

1. Under the Education Law the term "teacher" includes Principals and Assistant Principals, Administrators for, and any other members of the Association. It is therefore agreed between the Board and the Association that all benefits and rights to which teachers may be entitled under the Education Law shall be applicable and accrue to Principals and Assistant Principals unless such benefits and rights are superseded by the provisions in this Agreement.

2. It is further agreed and understood between the Board and Association that the rights and benefits stated in the Agreement between the Board and the Central Islip Teachers' Association shall be applicable and accrue to the Principals and Assistant Principals. The Board, in its discretion, may grant any benefits not stated herein upon application by the Principals' Association.

3. All conditions of employment will be maintained at not less than the standards in effect in the system at the time this Agreement is signed.

#### **ARTICLE XXVI – INSURANCE AND RELATED BENEFITS**

1. All unit members shall receive a whole life insurance policy as outlined in the Fitzharris Agency letter of 9/11/89 and in the annexed insurance attachments. The District recaptures its premiums as shown in these annexed insurance attachments. The insurance policies will be written to allow them to be increased in either amount or duration by the individual contributing premiums directly to the insurance company. New unit members will receive such coverage referred to above upon appointment.

2. The Board will provide the principals with the same insurance type benefits

as provided in the Central Islip Teachers' Association contract. Teachers' life insurance will not be applicable.

3. The District will only be liable for the regular premium dollar amount on any new member not insurable at the regular rate.

4. Effective July 1, 2007 \$300,000 of split dollar life insurance will be provided to the unit members (the term coverage currently provided is to be omitted.)

5. All unit members will contribute 10% toward cost of medical insurance (individual or family as applicable) effective July 1, 2007.

6. Fifteen (15) years of service to the Central Islip UFSD will be required before an Administrator will be entitled, upon retirement from the Central Islip UFSD, to health insurance into retirement (100% paid by the District). However as to unit members hired subsequent to October 1, 2007 such medical coverage into retirement will entail the same percentage contribution for such coverage as existed at the time of retirement.

7. Effective July 1, 2008 an IRC Section 125 (Flex-Plan) will be instituted and made available to unit members.

8. Unit members will be permitted to opt-into a 403 (b) plan under the terms and conditions requisite to such District-adopted Plan.

## **ARTICLE XXVII- ADMINISTRATIVE PERFORMANCE &**

### **ACCOUNTABILITY COMMITTEE**

It is agreed between the Central Islip Building Principals' Association and the Central Islip Board of Education to establish an Administrative Performance and

Accountability Committee comprised of two representatives from the Building Principals' Association, two representatives from the Central Administration and two representatives from the Board of Education. This Committee will meet in October, 1973 and thereafter as needed to recommend to the Superintendent and Board of Education a procedure which will address itself to the problem of administrative performance and accountability.

#### **ARTICLE XXVIII- DURATION**

This Agreement shall become effective as of July 1, 2007 and shall remain in full force and effect until June 30, 2012 and from year to year thereafter, unless not less than ninety (90) days prior to June 30, 2012 or to any June 30th thereafter, either the Board or the Association gives notice to the other in writing of its desire to terminate or amend this Agreement, in which event, such Agreement shall terminate, provided, however, this Agreement may be extended beyond that date by mutual agreement between the Board and the Association.

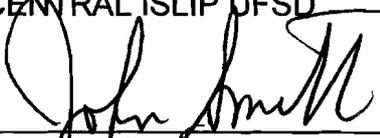
#### **ARTICLE XXIX - STATUTORY CLAUSE**

**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 PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement the day and year first written above.

BOARD OF EDUCATION  
CENTRAL ISLIP UFSD

By:

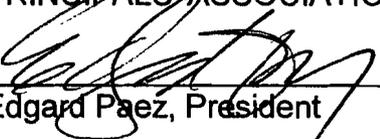


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John Smith , President

CENTRAL ISLIP BUILDING  
PRINCIPALS' ASSOCIATION

By:



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Edgard Paez, President