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AGREEMENT BETWEEN

GLEN COVE CITY SCHOOL DISTRICT

and

GLEN COVE EDUCATIONAL ADMINISTRATORS ASSOCIATION

For the Period July 1, 2008 through June 30, 2012

This agreement is made and entered into this first day of July, 2008 between the GLEN COVE CITY SCHOOL DISTRICT, ("District"), as represented by the Board of Education of the Glen Cove City School District ("Board"), Nassau County, New York and the GLEN COVE EDUCATIONAL ADMINISTRATORS ASSOCIATION ("Association").

PREAMBLE

The Glen Cove Educational Administrators Association acknowledges that the Association and the District both have an overriding mutuality of interest in the desire to achieve the finest possible education, consistent with the aspirations of the community, for the children of Glen Cove. It is agreed that this desire is best advanced in an atmosphere of harmony and a cooperative relationship between the Association and the District. It is toward this end, with mutual respect for the rights, responsibilities and duties of each other, that this agreement has been mutually accepted by the parties.

RECOGNITION

The District recognizes the Association for purposes of collective negotiations and agrees to negotiate with said Association as the exclusive representative of all Administrative and Supervisory personnel, including all Principals, Assistant Principals, Directors, Deans, Administrative Assistants, Coordinators, and Department Heads, with respect to salaries, wages, hours and other terms and conditions of employment and in the resolution of grievances arising thereunder.

ARTICLE 1: ASSOCIATION AND DISTRICT RIGHTS:

A. It is agreed that the District will make available to the Association any information which is needed to develop proposals when such information is of a public nature and is not personal, confidential or privileged. Advance notice of at least one (1) week must be given for all requests for data to be made available at the District level.

B. The Superintendent or his/her designee, and representatives of the Association shall meet when necessary to discuss matters relating to the implementation of this contract. The agenda will be drawn up by the Superintendent and the president of the Association at least one (1) day in advance of meetings. Under no circumstances will these meetings be used to negotiate or renegotiate the terms of the Agreement. Nor will such meetings substitute for or replace any administrative and/or curriculum meetings scheduled throughout the year.

C. Unless otherwise mutually agreed upon, the parties will enter into negotiations for a successor agreement no later than the 15th day of March. Negotiations for a new contract may be initiated at the written request of either the District or of the Association. The meeting date and time shall be mutually agreed upon.

ARTICLE II: EDUCATIONAL POLICY:

The District agrees that the Association will be informed of the content of tentative agreements with the Glen Cove Teachers Association or other employee groups, which agreements may affect the ability of members of the Association to carry out their professional responsibilities as defined by law, by regulations of the Commissioner of Education or by policies of the Board of Education and that the appropriate representative of the Association will have the opportunity to react and influence the agreement prior to its final adoption.

The Association is particularly interested in being involved in agreements that relate to the following areas:

- Instruction or curriculum
- Textbooks and other instructional materials
- Supervision
- Evaluation of pupils
- Teacher assignments
- Teacher promotions
- Teacher evaluations
- Grouping of children
- Strategies and methodologies of instruction
- Clerical and teacher aides.

ARTICLE III: AVAILABILITY OF ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

The parties agree that the employees covered by this agreement fall into three separate work year categories;

- a) The ten month employee;
- b) The ten and one-half month employee;
- c) The eleven month employee.

The ten month employee will work from September 1 to June 30 each school year.

The ten and one-half month employee will commence work on September 1 each school year and will work five (5) working days beyond June 30 of each school year and will also work the last five (5) working days before September 1 of each school year.

The eleven month employee will commence work on September 1 each school year and will work five (5) working days beyond June 30 of each school year and will also work the last five (5) working days before September 1 of each school year. In addition thereto, the eleven month employee will work any ten (10) consecutive working days during the summer recess that he/she chooses and must notify the Superintendent of Schools of his/her choice of days no later than June 1 of each school year.

Effective July 1, 2005, the science coordinator position will be extended to 11 months.

As of July 1, 1998, administrators covered by this agreement will work two (2) additional workdays, one as selected by the administrator during the summer period from July 1 to August 30 and the other on a mutually acceptable day at the beginning or end of a vacation period that would not impact upon a weekend.

The Superintendent may request an administrator to work extra days over the Summer, or consider the request of an administrator for extra Summer work days. Any such days approved by the Superintendent shall be compensated at the per diem rate.

ARTICLE IV - TEACHING ASSIGNMENTS FOR COORDINATORS AND CHAIRPERSONS

The teaching load of Coordinators shall not exceed one class (five periods a week) and that of chairpersons shall not exceed two classes (10 periods a week).

ARTICLE V- FRINGE BENEFITS:

Administrators shall receive the terminal leave pay provisions granted to teachers and all insurance benefits granted to teachers, except as noted below, as well as the following:

- A. Cumulative Sick Leave - 20 days more than teachers.
- B. Life Insurance - \$50,000 each administrator, group term life.
- C. 457 and 125 Plans – Effective no later than June 30, 2005, the District will implement a Section 457 Deferred Compensation Plan and a Section 125 pre-tax benefits payment plan.

It is understood and agreed between the parties that all the insurance benefits currently enjoyed by the members of the Association, either by reason of the fact that said benefits are enjoyed by the teachers or by any other presently existing arrangement between the members of the Association and the District, shall continue in force and effect.

Further, in the event of any increase in premiums regarding any insurance policies which may be involved in this provision, the Board agrees to pay its proportional share of said increased premiums. The contribution rate for health insurance for all members of the association shall be 20%.

The District may seek a new provider of health insurance as an alternative to the health insurance plan for employees of local governments in New York State, herein referred to as the "STATE" plan. Any alternative plan would provide comparable coverage to the "STATE" plan with no significant reduction in benefits or provisions.

Should the District elect to adopt a new health insurance plan in place of the "STATE" plan, the members of the Association will receive a copy of the provisions and benefits of the new plan no less than sixty calendar days prior to the adoption of the plan. The individual members of the Association may choose either the "STATE" plan or the alternative plan. Should one or both of the carriers not be willing to permit members of the Association such choice, then the "STATE" plan will remain in full force and effect, and the percentage of such coverage paid for by the District will be the same as the percentage paid for by the District for the teachers. Should such choice be allowed, the District will pay the cost of the alternative plan, and members electing to keep the "STATE" plan will pay any difference in cost between the "STATE" plan and the alternative plan.

If no alternative plan is presented, the members of the Association will continue to receive the same health insurance offered to the teachers, and the percentage of such coverage paid for by the District will be the same as the percentage paid for by the District

for the teachers.

Health Insurance In Retirement – District wide policy provides for 10 year service requirement for health insurance to be carried into retirement.

ARTICLE VI - SICK LEAVE BANK

Effective July 1, 2008 a sick leave bank shall be established. It shall be funded by a deduction of 2 sick days per administrator in the first year of the contract and 1 day per administrator in the second year. The parties will work out the procedures for the sick leave bank, which will include a joint approval process by a committee consisting of an equal number of Association and central office administrators, submission of appropriate medical documentation and the ability to assess additional days should the need arise.

ARTICLE VII-ADMINISTRATOR FILES:

Official Administrator files shall be maintained under the following conditions:

1. No material critical of an Administrator shall be placed in the file unless the Administrator shall first have an opportunity to read the material, except material of a privileged or confidential nature (e.g., references). The Administrator shall acknowledge that he/she has read such material by affixing his/her signature to the file copy. The signature shall indicate that he/she has read the material to be filed, and shall not necessarily indicate agreement with its content.

2. The Administrator shall have the right to respond in writing within thirty (30) days to any material filed, and his/her response shall be attached to the file copy.

3. Upon request of the Administrator, he/she shall be permitted to examine the contents of his/her file. The examination shall be made in the presence of the person responsible for safekeeping the file. Privileged or confidential information relating to an Administrator's past employment or schooling will not be subject to such examination.

4. No persons other than the administrator's supervisors, the Board of Education or the duly delegated representative thereof, shall examine the Administrator's file.

ARTICLE VIII-GRIEVANCE PROCEDURE:

A. Definitions

1. A "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this contract and the policy of the District, excepting any matter which is prohibited by law from being administered hereunder (matters within the exclusive jurisdiction of Commissioner of Education).

2. An "Aggrieved Person" is the person or persons making the claim.

B. Purpose

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of complaints.

C. General Principles

1. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously

rendered and shall constitute a waiver of any future appeal concerning the particular grievance. Provided, however, in the event new facts are obtained which were not previously known to him/her which, if they had been known, might have influenced the disposition of the grievance, the presentation of such information to the parties in interest shall constitute grounds to reopen the grievance procedure at that level at which it has been terminated. Provided, further, in the event a decision has been rendered in a grievance and a decision has not been implemented or has been violated, the presentation of such evidence to the parties in interest shall constitute grounds to reopen the grievance at the level at which it has been terminated. Such new evidence must be presented within one year from the last determination.

At any level, the failure of the Board to communicate without reasonable cause its decision to the Administrator within the specified time limits shall permit the Administrator and/or the Administrator Representative to proceed to the next level.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing including a representative of the Glen Cove Educational Administrators Association. When an Administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure providing the grievant consents and so requests.

D. General Procedure

Since it is important that grievance be processed as rapidly as possible, the number of days permitted to any party at any step should be considered a maximum, and every effort should be made to expedite all procedures hereafter described.

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared. The School Administration shall then print appropriate supplies of such documents and give them appropriate distribution so as to facilitate operation of the grievance procedure.

2. Decisions rendered at each step of the grievance procedure shall be in writing setting forth the decision and the supporting reasons therefore and will be promptly transmitted to the aggrieved person.

3. Processing of grievance shall take place at the mutual convenience of the parties concerned.

4. Both parties agree that proceedings under this article shall be confidential.

5. Since a grievance, filed on or after June 1, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the Board represents that it has adequate staff during the summer recess period to handle all grievances in normal course.

LEVEL 1: SUPERINTENDENT AND/OR HIS/HER DESIGNEE

An administrator with a grievance will first submit same in writing to the Superintendent and/or designee, either directly or through his/her representative. If the Administrator submits the grievance through his/her representative, the Administrator must also be present during the discussion of the grievance at this and every other step. Within five (5) school days after the written grievance is submitted to him/her the Superintendent and/or designee, shall render a decision thereon.

LEVEL 2: BOARD OF EDUCATION

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within five (5) school days after presentation of

the grievance, he/she may file the grievance, in writing, with the Board of Education.

LEVEL 3: BINDING ARBITRATION

A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within five (5) school days after presentation of the grievance, the party initiating the grievance shall request the American Arbitration Association to submit a panel of arbitrators. From this panel, the parties shall mutually agree upon a single arbitrator. In the event that the parties shall be unable to select an arbitrator from the panel submitted by the American Arbitration Association, they shall request the American Arbitration Association to select an arbitrator and such selection shall be binding upon the parties. Said arbitrator shall utilize the procedural guidelines promulgated by the American Arbitration Association in disposing of the grievance.

B. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the parties.

ARTICLE IX-SALARY AND EVALUATION PLAN:

1. The current ten step salary schedule shall be amended to become a fifteen step schedule, and a new column added for the special Education Coordinator. A copy of the amended schedule is annexed hereto as Appendix 1. This schedule shall be increased each year as follows:
 - A. Effective July 1, 2008 all steps shall be increased by 3.5%. In addition, each unit member shall receive an additional \$1,500 as an off-step salary payment, which shall not be added to base salary, and shall only be paid for the 2008-09 school year. The \$1,500 shall be paid in the regular paychecks over the school year.
 - B. Effective July 1, 2009 all steps shall be increased by 3.5%.
 - C. Effective July 1, 2010 all steps shall be increased by 3.5%.
 - D. Effective July 1, 2011 all steps shall be increased by 3.5%.
2. All references to the salary index shall be deleted from the contract. Those members who were receiving the salary index under the contract expiring on June 30, 2008, shall be placed on the 2007-08 salary schedule [for purpose of calculating their 2008-09 salaries] after calculating their respective indexed salaries for the 2006-07 and 2007-08 school years and placing them on whatever step of the appropriate schedule does not result in a salary reduction from the indexed salary. Effective July 1, 2008, or as soon thereafter as the salaries may be calculated based upon the teacher contract settlement, those formerly indexed members shall move to the next step on the 2008-09 salary schedule. This formula shall apply to the Coordinator of Special Education except that prior to the salary step placement the incumbent shall additionally receive a \$3,000 salary adjustment.

An additional payment of the greater of the following two amounts as applicable will be

added to the indexed salary:

1. A longevity payment of \$1,000 for GCEAA members with 20 or more years of service in the district in any capacity

OR

2. A payment of \$2,000 for an earned doctorate degree.

The following schedule and format will be followed in the evaluation process:

1. July 1 – October 15. A meeting will take place with the Superintendent or his/her designee and the administrator for the joint development of written goals, based upon the District goals and discussion of areas of emphasis and/or concern for the school year.
2. There will be a continuous formative evaluation and feedback through the school year. Conferences will occur throughout the school year with the Superintendent or his/her designee.
3. If a serious problem in performance should arise that could cause a negative final evaluation, a written memo will be provided by the Superintendent or his/her designee stating the problem and providing direction for remedying the problem, if possible.
4. On or about June 30 a final written evaluation will be made. The criteria for this evaluation will be as set forth in Exhibit B.
5. Administrators who are to be denied tenure shall be notified no later than April 1st of the year of tenure or four months prior to the effective date of the tenure if the tenure date is other than July 1st.

It is further agreed that in the years indicated the District will provide \$15,000 for attendance at conferences by GCEAA members. All persons wishing to utilize these funds must make a request in writing using the "Attendance at Conference" form now in use, and submit such requests to the Superintendent of Schools. Approval for attendance at conferences and the amount of monies provided under this provision will be mutually agreed upon by the Superintendent of Schools and the GCEAA President.

ARTICLE X-GENERAL:

- A. Professional and non-professional personnel should not be assigned to, or withdrawn from, any building without prior consultation with the building principal.
- B. Coordinators to receive 1/2 credit per semester for inservice program.
- C. AGENCY SHOP

The District shall deduct an agency service fee from the salary of all employees in the bargaining unit who are not members of the Association. A complete alphabetical listing of those employees who are not members of the Association will be

delivered to the Business Office not later than thirty (30) days prior to the payroll from which the first deductions are to be made (the last payroll in October). The agency fee deduction is to be made in the same manner as authorized dues deductions.

D. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval and/or provided the said additional funds.

E. If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. All provisions of this Agreement shall be in effect as of July 1, 2008 and shall continue in full force and effect through June 30, 2012.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of September, 2008.

GLEN COVE SCHOOL DISTRICT

GLEN COVE EDUCATIONAL
ADMINISTRATORS ASSOCIATION

BY _____
Superintendent of Schools
Dr. Laurence Aronstein

BY _____
President
Rosemarie Sekelsky

Exhibit B

ADMINISTRATORS AND SUPERVISORS PERFORMANCE REVIEW

1. Progress towards fulfillment of annual goals
Evidence and outcomes will be used to assess the progress that has been made in fulfilling annual goals.
2. Instructional Leadership
A clear and concise description of the strategies and tactics that the supervisor has taken in order to improve learning and teaching. (e.g. UbD, teaching for understanding, differentiation of instruction, inquiry). Instructional leadership also includes staff development and curriculum development. Describe, if appropriate, the instructional practices of the supervisor.
3. Administration and Supervision
Administration consists of the activities that the supervisor has undertaken in order to bring about the effective and efficient management of resources, materials and information. Supervision is the activities and strategies the supervisor has employed which are aimed at organizing, coordinating and improving personnel for whom the supervisor is responsible. Supervision also includes teacher observations and departmental activities.
4. Improvement of the school-district's image in the community and with our stakeholders
Supervisors should bring about a more positive public image to their departments, school and district through their work on various committees, teams, cabinets and special events. Describe any projects or work that the supervisor has done directly with students.
5. Physical plant/school safety
Supervisors should take initiatives and provide oversight in order to make the school and the classrooms safer, more efficient and more inviting.
6. Growth and development
Supervisors should be participating in professional activities which will bring about their own professional growth and development (graduate course work, professional conferences, workshops, participation in professional organizations, other special professional activities).

A list of commendations and recommendations should be included in the performance review.

Exhibit B

PROCEDURES FOR SUPERVISORS PERFORMANCE REVIEW

There should be a pre-assessment conference during which time the person being evaluated (the subject) should provide written material and review the various evidence as it relates to each criteria. This follows our guiding principles of “supervising to the evidence.”

The pre-conference should consist of a reflective conversation with an emphasis on inquiry, rather than advocacy. Using the materials provided and notes from the pre-conference, the supervisor should write the assessment within two days of the pre-assessment.

The subject should receive a written copy of the assessment report prior to having a post assessment conference. The post assessment conference should be highlighted as an attempt to clarify the contents of the assessment report. Subjects should be comfortable in offering suggestions for additions, deletions or rephrasing.

The assessment report should have a listing of commendations and recommendations. The commendations and recommendation should not come as a surprise. Areas for commendations and recommendations should be discussed during the pre-conference.

Subjects should feel free to respond in writing. The written responses will be included in the assessment report and will be attached in the personnel folder. Assessment reports should be signed by the supervisor and the subject. There should be a provision at the bottom of the report which states: “My signature is only an acknowledgement that I have read and received a copy of this assessment report. I am aware that I can respond to this report in writing and that my response will be attached to the report and will be filed in my personnel file.”