

1/10/10

AGREEMENT made this 11th day of January 2010, by and between the Floral Park-Bellerose U.F.S.D. ("District") and the Floral Park-Bellerose Administrators' Association ("Association"), effective July 1, 2008.

ARTICLE I RECOGNITION AND NO STRIKE PLEDGE

A. Recognition: The Association, having been designated as representative by a majority of the unit as defined in Par. "C" below, is hereby recognized as the exclusive negotiating representative of all members of the unit provided, however, that this exclusive recognition shall not preclude an employee from presenting grievances to the District or its representative(s) subject to the provisions of Article XX, and having those grievances adjusted without the Association's intervention, as long as the adjustment is not inconsistent with the terms of this Agreement and, provided further, that the Association has been given the opportunity to be present at the adjustment.

B. Representation Status: The Association shall be entitled to unchallenged representation status for the maximum period permissible under Article 14 of the Civil Service Law.

C. Unit: For purposes of this Agreement, the term "Unit" refers to all Principals and Assistant Principals, excluding temporarily appointed employees.

D. No-Strike Pledge: The Association agrees to comply with all of the terms of Article 14 of the Civil Service Law.

ARTICLE II DURATION OF AGREEMENT

This Agreement shall be effective and retroactive to July 1, 2008 and shall continue in full force and effect until June 30, 2011. All provisions of this Agreement shall remain in full force and effect until it is amended in writing by both parties. Thereafter, it shall automatically renew itself for periods of one year unless either party notifies the other in writing by certified mail, by no later than December 12 of the year preceding the expiration date of the Agreement, that it wishes to amend and/or modify the Agreement.

ARTICLE III COPIES OF AGREEMENT

Copies of this Agreement shall be reproduced at the expense of the District and given to all unit members.

ARTICLE IV LEGAL RIGHTS

Nothing contained in this Agreement shall be construed to deny or restrict to any unit member, or to the District or its representatives, rights he she or they may have pursuant to the New York State Education, Civil Service or other applicable laws. The District shall provide legal counsel to unit members as required by law.

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 09 2011

ADMINISTRATION

ARTICLE V ASSOCIATION FACILITIES AND RIGHTS

Mail Facilities: The Association, without prior censorship, approval or notification, may use the existing intra-District mail service, administrator mail boxes and intranet (including email), provided that all of these communications are Association business-related and clearly labeled as such. Copies of boxed material shall be sent to the Superintendent of Schools at the time of boxing.

ARTICLE VI MEETINGS AND COMMITTEES

The Superintendent of Schools will, if so requested, meet with Association representatives monthly during the school year (September through June).

ARTICLE VII DEDUCTIONS FOR PROFESSIONAL DUES

So long as the Association is the unit's exclusive representative, the District shall cause to be deducted from the semi-monthly check of unit members who submit dues check-off authorization in writing to the District or its designated representative(s) for Association dues, in an amount to be determined by the Association in accordance with a written memorandum thereof to be filed by it with the District. The Association shall be permitted to make dues check-off authorization available through the schools. Any unit member may rescind and revoke their authorization by written notice to the Association and the Superintendent of Schools.

ARTICLE VIII BOARD PREROGATIVE

The establishment of policy is the prerogative of the Board.

This Agreement shall constitute the full and complete commitment between the parties and may be altered, changed, added to, deleted from or modified only through their voluntary, mutual consent in a written and signed amendment to this Agreement.

This Agreement shall supersede any policies, rules, regulations or practices of the District or Board which shall be contrary to or inconsistent with the terms of the Agreement.

Any individual agreement, arrangement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement.

ARTICLE IX WORK YEAR

The work year for Principals shall be 11 months in duration. Principals shall have 23 days off during the summer. Those days will be taken during the period commencing with the 11th working day in July through and including the 11th working day prior to the scheduled return of teachers to work following the summer recess, except that the Superintendent and the Principal may mutually agree upon a different schedule. Additionally, should a change in the teachers' start date result in there being fewer than 23 days during the summer period, the days off shall be taken by mutual agreement of the Superintendent and the Principal at another time.

The work year for Assistant Principals shall be 10 ½ months in duration. The summer recess shall commence beginning on the 6th working day in July and continue through and including the 6th working day prior to the scheduled return of teachers to work following the summer recess. This schedule may be changed by mutual agreement between the Superintendent and the Principal.

ARTICLE X PROFESSIONAL DEVELOPMENT

The District shall appropriate \$6,000 in each school year for a Professional Development Fund which shall be used to reimburse unit members for tuition expenses related to their satisfactory completion of professional development courses in an education-related field. Requests for reimbursement shall be made not more than three times per year (once in August for summer courses; once in December for Fall courses; and once in June for Spring courses) to the Superintendent of Schools and accompanied by documentary evidence satisfactory to the District evidencing the unit member's payment for the course as well as an official transcript evidencing the unit member's satisfactory completion of the course. In order to be eligible for reimbursement, the course(s) in question must have been submitted to and approved by the Superintendent of Schools in writing prior to being taken. The Superintendent's discretion in granting or denying requests shall not be exercised in an arbitrary or capricious manner. Notwithstanding the above, if Margaret McGlynn submits proof satisfactory to the Superintendent of the graduate level courses she took in furtherance of her pursuit of a doctorate degree within 45 calendar days of the date on which the 2008-2011 Agreement is completely ratified and approved, she shall be deemed to have satisfied the prior approval requirement. Ms. McGlynn's eligibility pursuant to this paragraph shall be up to \$3,000 notwithstanding the \$2,500/\$500 delineation set forth below.

Not more than \$5,000 from the Fund may be used annually to reimburse all unit members for the tuition costs of approved graduate level courses, and not more than \$1,000 may be used to reimburse all unit members for the tuition costs of approved in-service programs.

No unit member shall be reimbursed for more than \$3,000 per year. Of that amount, not more than \$2,500 may be used to reimburse tuition costs of approved graduate level courses and not more than \$500 may be used to reimburse for the tuition costs of approved in-service programs.

ARTICLE XI LEAVE

A. Sick Leave and/or Personal Leave

Fifteen days sick/personal leave per year, with unlimited accumulation, will be granted to each unit member for purposes of sick leave and/or personal leave, or the serious illness of the unit member's spouse, children or parents, providing that the spouse, children or parents are dependents of the unit member or dependent upon him/her, or used for personal business purposes as defined in sub-Par. "C." Inasmuch as continuous incidental absence is not conducive to providing children with a proper education, the District reserves the right to take

the appropriate action relative to an employee's absence and to seek the necessary means of correcting the situation.

Further extension of Sick Leave shall be at the discretion of the Board.

B. Professional Leave

Application for professional leave to attend education programs, institutes, workshops and conferences shall be made and submitted for approval to the Superintendent of Schools. All reasonable expenses of attendance shall be reimbursed by the Board.

C. Personal Business Days

Each unit member shall be entitled, if needed, to Personal or Business days, being defined as follows:

1. Legal Matters

House closings; income tax hearing, adoption proceedings; and court appearances.

2. Ceremonies

Graduation of unit member, spouse or child from high school or college; day of wedding ceremony; Confirmation.

3. Education

Required educational examinations; required visits by parents to colleges.

4. Religious Observances

Religious holiday observances of the unit member's particular faith not provided for in the regular school calendar.

5. Funerals

Attendance at funeral services of a person, other than in the immediate family (see Section "D," below), the nature of whose prior relationship to the unit member warrants that attendance.

6. Any other reason deemed valid by the Superintendent of Schools, acting at his/her discretion.

7. Except in the case of extenuating circumstances and where possible, at least one day's notice shall be given prior to taking personal leave.

D. Compassionate Leave

Each unit member shall be entitled, if needed, to five days of compassionate leave for each death in the immediate family. For purposes of this provision, "immediate family" shall include spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, and other permanent members of the immediate household. In addition, if needed and available, additional days will be charged to the unit member's Sick-Personal leave.

ARTICLE XII PROFESSIONAL BEHAVIOR

A. Unit members are required to comply with rules, regulations and directives adopted by the Board or its representatives, provided that the implementation of these rules, regulations or directives do not threaten their physical safety or well-being.

B. The Association recognizes that abuse of Sick Leave or other leaves, chronic tardiness or absences, deficiencies in professional performance, and other violations of this Agreement, the policies, By-Laws and regulations of the Board by unit members reflect adversely upon the profession and create undesirable conditions in the District. Accordingly, the Association shall use its best efforts to correct breaches of professional behavior by any unit member. Action by the Association shall not, however, be deemed a condition precedent to action by the District.

C. All reprimands, warnings or disciplinary action for any alleged infraction of this Agreement, the policies, By-Laws and regulations of the Board shall be administered privately provided, however, that the unit member shall have the opportunity, if he/she so desires, to request the presence of a representative of the Association at that time. If the unit member has a representative present, the District may have one too. If a written memo thereof is to be made and included in the record of the unit member, the unit member shall have the opportunity to review the memo and to note his/her comments thereon.

D. A unit member will have the right to grieve all alleged inaccurate or false materials placed in the unit member's personnel file. The unit member shall have the right to request the photostating of all documents in the unit member's personnel file. All documents shall be dated. The unit member shall be given a copy of any document prior to its inclusion in the file.

ARTICLE XIII REDUCTIONS OR CONSOLIDATIONS

Should the necessity arise for reductions in unit personnel, or should it be determined that the District shall be consolidated with other districts or portions thereof, the District will notify the Association of that decision and consult with it concerning the effects of the reduction or consolidation. The final decision as to the reduction or consolidation, including the manner in which it shall be effectuated and the effects thereof, shall rest with the District.

ARTICLE XIV OUTSIDE ACTIVITIES

Unit members shall have the right, consistent with law, to engage in lawful outside activities.

ARTICLE XV MEDICAL EXAMINATIONS

Any routine medical examination, immunization or chest x-ray required by the District for a new unit member and/or by a probationary unit member eligible for a tenure appointment shall be reimbursed by the District for fees not to exceed \$40. The unit member shall have the right to select a physician of his/her choice. The unit member has the right to avail him/herself of the services of the District physician at no cost.

Whenever the District requires a unit member to submit to a medical examination by a physician of the District's choice in order to determine the physical or mental capacity of the unit member to perform his/her duties, the unit member shall be entitled to be accompanied by a physician or other person of his/her choice. The District shall pay the cost of this medical examination.

ARTICLE XVI EVALUATION

Unit members shall be evaluated annually by their immediate supervisor (i.e., the Principal or the Superintendent of Schools).

ARTICLE XVII TERMINAL LEAVE

A. Eligibility

- (1) The unit member is eligible for service retirement and meets the necessary requirements for retirement as defined by the New York State Teachers' Retirement System.
- (2) The unit member has served in the District for not less than 10 years or the unit member resigns after 20 years of service in the District.
- (3) The unit member submits and duly executes an application for retirement, or a letter of intent to vest retirement benefits, or a letter to resign.
- (4) The benefits described below shall be available to unit members who resign after 20 years of service in the District and who have submitted a letter of resignation and shall be available to unit members age 55 and older with no less than 10 years of service in the District who have submitted and duly executed an application to retire or a letter of intent to vest retirement benefits. This correspondence must be submitted to the Superintendent of Schools prior to February 1 of the school year in which the unit member intends to retire or resign.

B. Compensation

All unused sick leave shall be cumulative for purposes of a terminal payment upon the unit member's resignation or retirement. This payment shall be calculated on the basis of 1/210 for 10.5 month employees and 1/220 for 11 month employees of the annual salary of the unit member during his/her last year of service for each four days of accumulated leave with a cap of 225 days.

C. Payment

The District shall make payment of these benefits on or about July 1 following the last day of the school year in which application was made for the benefits.

ARTICLE XVIII COMPENSATION AND FRINGE BENEFITS

A. Salary

Unit members' base salaries during the period July 1, 2008-June 30, 2009, July 1-2009-June 30, 2010 and July 1, 2010-June 30, 2011 shall be as per Appendix "A" to this Agreement.

B. Doctorate

Unit members who earn a doctorate degree in an education-related field following the complete ratification and approval of the 2008-2011 Agreement shall receive an additional annual salary payment of \$1,000.

C. Pension

This is provided as required by law.

D. Section 403(b) Plan

The District has authorized a plan for unit members in accordance with provisions of Internal Revenue Code Section 403(b) and the MOA dated June 13, 2005 between the District and the Teachers Association.

E. Health Insurance

This is available to eligible unit members pursuant to the New York State Health Insurance Plan. Unit members shall contribute 17.5% to the health insurance premiums. Effective January 1, 2011, the contribution shall be 20%.

In addition, any unit member who has a spouse who also has family health insurance plan coverage with any private or public employer may, at the unit member's option, choose to drop coverage pursuant to the District's health insurance plan. If the unit member decides to select this option, the unit member may opt to receive a \$2,000 cash benefit. This option will be

exercised on a yearly basis, with the initial selection continuing unless changed by the unit member. The unit member shall give the Superintendent of Schools at least 30 calendar days' written notice of intent to select this option.

The unit member will have the right to reapply for coverage pursuant to the District's health insurance plan by submitting a written request to the Superintendent of Schools that the unit member desires coverage pursuant to the District's health insurance plan and in accordance with the regulations of that plan with regard to reentry into the plan. In this event, the unit member shall be eligible for the \$2,000 cash benefit on a prorated monthly basis depending upon the total number of full months out of the plan during the applicable year.

If either party proposes a change in the Insurance Carrier that will provide coverage and benefits for employees, retirees and dependents comparable to existing coverage and benefits at cost equal to or less than current cost, then neither party shall arbitrarily reject the proposal but shall give it full and due consideration. Upon mutual consent, the change shall be effectuated.

F. Dental Plan

The District will continue to provide 100% of the premium cost for coverage for the High Option II (Plan VI) Plan.

G. Section 125 Plan

The District has adopted an IRC Section 125 Plan which includes and is limited to health and dental premium conversion and the health insurance buyout as set forth in Article XIX(E).

ARTICLE XX GRIEVANCE PROCEDURES

Unit members may present grievances free from coercion, interference, restraint, discrimination or reprisal.

"GRIEVANCE" shall mean any claimed violation, misinterpretation or inequitable interpretation or inequitable application of any term or provision of this Agreement.

The procedural stages shall be as follows:

STEP ONE, PART I

The grievance shall be submitted by the unit member in writing, setting forth the specific nature of the grievance and the facts relating thereto, to the unit member's immediate supervisor (i.e., the Principal or the Superintendent of Schools or designee), within 10 working days of when the unit member knew, or should have known, about the facts resulting in the grievance being filed. The grievant and the immediate supervisor shall attempt to informally resolve the grievance.

STEP ONE, PART II

In the event that the grievance is not resolved at Step One, Part I, the Principal or Superintendent of Schools or designee, as appropriate may, within 10 working days of his/her receipt of the grievance, hold an informal hearing at which the unit member or Association, or both, may appear and present oral and/or written statements. The Superintendent of Schools or Principal, as appropriate, shall issue his/her written decision within 10 working days of his/her receipt of the grievance and/or the conclusion of the informal hearing, whichever is later, and shall transmit the decision to the grievant and the Association.

STEP ONE, PART III

If the grievance was filed by an Assistant Principal and was not resolved at Step One, Part I or II, or if no decision was rendered within the specified time limit, the Assistant Principal will present the grievance to the Superintendent of Schools or designee within 10 working days of his/her receipt of the denial of the grievance or the deadline by which to respond to the grievance at Step One, Part II, as appropriate. The Superintendent of Schools or designee shall hold an informal hearing at which the Assistant Principal or Association, or both, may appear and present oral and/or written statements. The Superintendent of Schools or designee, as appropriate, shall issue his/her written decision within 10 working days of his/her receipt of the grievance and/or the conclusion of the informal hearing, whichever is later, and shall transmit the decision to the grievant and the Association.

STEP TWO

If the grievance was not resolved at Step One, Part I, II or III, as appropriate, or if no decision was rendered within the specified time limit at the appropriate Step and Part, only the Association may submit the grievance to advisory arbitration, by written notice to the Board of Education through the Superintendent of Schools within 15 working days of the Association's receipt of the decision at Step One, Part I or Part II, as appropriate. The Arbitrator shall be selected in rotating alphabetical order from the following panel: Howard Edelman, David Stein, Bonnie Siber Weinstock. Any arbitrator(s) may be removed from the panel by a party upon written notice to the other to be received by that party by not later than December 1 each calendar year. Should this occur, the parties shall immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) shall not be subject to the grievance or arbitration procedure, PERB or court jurisdiction, or other third party review, except that, if the panel contains fewer than two members for one or more months, then a party shall have the unilateral option, on written notice to the other, to replace the panel for grievances not then pending with arbitration through the AAA as specified in the Teachers Agreement. The decision rendered by the arbitrator shall be advisory only and shall not be binding upon the District. The advisory decision shall be transmitted to the Board of Education, which shall be the final arbiter of the grievance. All costs and fees of the arbitrator shall be borne equally by the District and the Association.

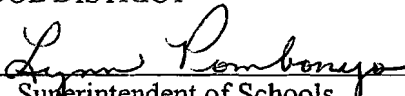
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ARTICLE XXI CONFLICT WITH STATUTES AND LAW

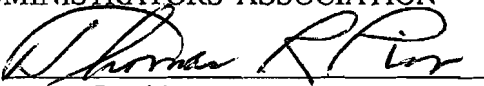
In the event that any provision hereof is in conflict with law or any statute now or hereafter in effect, the law or statute shall prevail, but the balance of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto duly executed this Agreement the day and year first above written.

FLORAL PARK-BELLEROSE UNION FREE
SCHOOL DISTRICT

By 
Superintendent of Schools

FLORAL PARK-BELLEROSE DISTRICT
ADMINISTRATORS' ASSOCIATION

By 
President

Appendix A

NAME	TITLE	7/1/08-6/30/09	7/1/09-6/30/10	7/1/10-6/30/11
Patrice Matthews	Assistant Principal	\$97,819	\$101,819	\$105,519
Margaret McGlynn	Assistant Principal	\$102,578	\$106,578	\$110,078
Thomas Piro	Principal	\$151,136	\$156,636	N/A
Pamela Orleman-Fine	Principal	\$126,504	\$131,304	\$136,004