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

Title: **Rocky Point Union Free School District No. 9 and Rocky Point Administrators Association (2014)**

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**AGREEMENT**

**BETWEEN**

**THE ROCKY POINT UNION FREE SCHOOL DISTRICT NO. 9**

**AND**

**THE ROCKY POINT ADMINISTRATORS' ASSOCIATION**

**July 1, 2014 – June 30, 2020**

## **ARTICLE I: Agreement Duration**

The term of this agreement shall be July 1, 2014 through June 30, 2020, unless terminated earlier as set forth herein. Either the Association or the District may act to terminate the Agreement effective June 30, 2018 by sending a letter indicating same (the "Termination Letter") by no later than March 1, 2018. The Termination Letter, if initiated by the Association, shall be delivered to the Superintendent of Schools and, if initiated by the District, shall be delivered to President of the Association.

## **ARTICLE II: Recognition Clause**

The Rocky Point Union Free School District (the "District") and the Rocky Point Administrators' Association (the "Association") agree that the Association shall be granted exclusive recognition as the sole representative of all District Principals, Assistant Principals, the Director of Instruction, the Director of Special Education, , the Director of Health, Physical Education, Athletics and Intramurals; the CSE/CPSE Chairperson(s) and Coordinators (collectively, the "Administrators").

## **ARTICLE III: Salary**

Administrators in this Unit shall be paid on step in accordance with the salary schedule for each of the years of the contract.

Coordinators shall work ten (10) days during the summer recess, such days to be determined in the sole discretion of the Superintendent of Schools or his designee, and be paid at the rate of 1/240 of the coordinator's annual salary for each day worked during the summer recess.

The Salary Schedules set forth in Appendix "A" (hereto attached) shall be increased by .65% for the 2014-2015 school year. Thereafter, commencing with the 2015-2016 school year and continuing through and including 2019-2020, ( or 2017-2018 if either party acts to terminate the Agreement early in accordance with the terms set forth in paragraph 3 of this Agreement) the salary schedule (Appendix A) shall increase by an amount equal to 0.7 (70%) of the calculated tax levy percentage increase, or the maximum allowable tax levy percentage increase as per the State 'tax cap" (if a cap exists), whichever is greater, (for example, if the calculated tax levy percentage is 1.0% then the increase to Appendix A would be 0.7%) for each respective year provided. However, for each of the aforementioned years the increases to Appendix A shall be no greater than one percent (1%) and no less than one-half of one percent (0.5%) it being expressly understood agreed that this floor/ceiling

percentage increase to the schedule applies even if the maximum allowed tax levy is 0 or negative, or conversely, in excess of 1.4286% in a given year.

If through the application of the formula set forth in paragraph 4 above, 1% increase is not placed onto the salary schedule in either 2015-2016 or 2016-2017 school years then the increase for the 2017-2018 school year shall be one percent (1.0%), notwithstanding the formula.

The above increases to the Salary Schedules shall be in addition to step movement and remuneration provided pursuant to professional development and growth (Article IX).

In the event that the tax cap no longer exists, or is modified in such a substantial way as to make the floor/ceiling limits set forth herein unenforceable or unrealistic in application of either the floor or ceiling increases, the parties will immediately re-enter negotiations to establish a new method for determining increases to the schedule. However, should the parties be unable to conclude such negotiations by June 30 of that school year, the formula will continue to apply until an agreement to modify is reached.

#### **ARTICLE IV: Fringe Benefits**

##### **Section 1 – Health and Dental Insurance**

The District shall pay one hundred (100%) percent of the premium of the family/individual health and dental insurance plans currently in effect for all administrators employed prior to July 1, 2007. For all unit members employed on or after July 1, 2007, the School District shall pay 90% of the premium for family/individual health and dental plans currently in effect.

##### **Section 2 – Life Insurance**

The District shall pay the full cost of term life insurance, double indemnity, insuring the life of each Administrator for two hundred thousand (\$200,000) dollars, payable to the beneficiary or beneficiaries designated by each Administrator.

##### **Section 3 – Tax Sheltered Annuity**

For each Administrator first employed by the District as an administrator prior to September 1, 2011, the District shall contribute one thousand five hundred (\$1,500.00) dollars each year to be paid into a Tax Sheltered Annuity (TSA) program chosen by each Administrator from those plans approved as participants under the District's 403(b) plan. Any contribution made under the terms of this paragraph shall be made on or around June 30<sup>th</sup> of the year in question and shall be deemed earned by each eligible Administrator on

June 30<sup>th</sup> of each applicable year, provided they remain in the full-time employment of the District as of June 30<sup>th</sup> of the year in which the payment is earned.

#### **Section 4 – Health Care Buyout**

Any Administrator, first employed by the District as an administrator prior to September 1, 2011, not wishing health insurance coverage shall have the opportunity to opt out of such coverage and receive 50% of the current premium in effect at that time. Any Administrator, first employed by the District as an administrator on or after September 1, 2011, not wishing health insurance coverage shall have the opportunity to opt out of such coverage and receive a payment of two thousand five hundred (\$2,500.00) dollars to the extent he/she qualifies for individual coverage under the existing health insurance plan or five thousand (\$5,000.00) to the extent he/she qualifies for family coverage under the existing health insurance plan. An Administrator may opt back into health insurance coverage on a yearly basis upon notification to the District prior to January 1st. The change of status would be effective in accordance with the insurance carrier's rules and regulations. The New York State Civil Service Department promulgated Policy Memorandum 122r3 on May 15, 2012, which governs eligibility for health insurance opt-out payments. This memo has been deemed invalid and null and void by Albany Supreme Court; however that decision is currently under appeal. In the event the rule change is revoked by NYSHIP or there is a final determination (which is no longer subject to appeal) that the rule change is illegal, null or void, or invalid, those members who had previously been denied the opt-out payment shall be eligible for the opt-out payment retroactively to the date established by the Court, in the same amount and manner as provided for herein on the date of said final determination. In such instance, the parties shall meet in order to implement any rule change or modification.

Beginning January 1, 2015 and continuing for as long as Rule 122r3 remains valid or appeals remain pending, any unit member who is ineligible for the opt-out payment as provided for herein due to the District's compliance with Rule 122r3 may elect health insurance through the District; however, those members may only elect individual coverage if his/her spouse has family coverage under the NYSHIP plan through the District or through another NYSHIP participating municipality. If the unit member ceases to be covered under his/her spouse's family plan for any reason, the unit member shall be eligible to enroll in family or individual coverage through the District, subject to NYSHIP rules and regulations.

## **Section 5 – Sick Leave Buyout**

The School District and the Association that sick leave buyout and service payment upon separation of service provided under Article IV shall be made in the form of an employer non-elective contribution, not to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, (“Code”), as adjusted for cost of living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) accounts, the Contribution Limit shall be based on the employees' compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employees after the fifth taxable year following the taxable year in which such employees terminated employment. In the event that the calculation of the Employer Non-elective Contribution exceeds the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

A. For all members in the New York State Teachers' Retirement System (“TRS”) with a membership date before June 17, 1971<sup>1</sup>, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and For Tier I members with membership dates prior to June 17, 1971, Employer Non- elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

B. For all members in the New York State Teachers Retirement System (“TRS”) with a membership date in the TRS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*.

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<sup>1</sup> **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31<sup>st</sup> of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415. The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may **not** include any form of Termination Pay; therefore, the Employer's post- retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit in the calendar year of retirement, such excess shall be reallocated to the Employee by January 15<sup>th</sup> of the following year as an Employer Non-elective Contribution until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

Nothing set forth above shall constitute a representation by the District to the effect that the New York State Teachers' Retirement System and/or the Employees Retirement System shall deem the aforesaid contribution as eligible to be included in the calculation of final average salary for retirement purposes.

#### **Section 6 – Deferred Compensation Plan**

The School District shall establish an IRC Section 457 deferred compensation plan. Any administrator wishing to participate shall make contributions to such plan. It is understood and agreed that the Association shall be responsible for providing all information and legally required paperwork necessary to effect such establishment. It is further understood and agreed that there shall be no cost or legal risk to the School District incurred as a result of such compensation plan and that the School District's role is merely to transmit any contributions to the carrier selected by the administrator.

#### **Section 7 – Disability Insurance**

The School District shall make available to each member of the Association a disability income insurance plan, the entire cost of which shall be assumed by any member electing to participate. The School District and the Association shall mutually agree upon the plan.

### **ARTICLE V: Administrative Sick Leave/Temporary Leave of Absence/Vacation**

#### **Section 1 – Administrator Personal/Sick Leave**

a. Administrators shall be entitled to fifteen (15) days of personal/sick leave per year. Any unused days shall accumulate from year to year. Sick days shall be used for any illness suffered by the Administrator or member(s) of his/her family. Any sick days used in a given year shall be subtracted from the fifteen (15) days and the remainder added to any accumulated total. In all cases of absence, the Administrator must file a written report on a form supplied by the District with the Superintendent. If any absence is for more than five (5) consecutive days, the District may request a written statement from

the attending physician.

b. (i) Upon written documentation of the District's physician, an Administrator may be granted forty-five (45) days sick leave after he/she has exhausted his/her accumulated sick leave at the discretion of the District.

(ii) If an Administrator is still unable to work, he/she may be granted up to forty-five (45) additional days sick leave pending further verification by the district's physician, at the discretion of the District.

c. Upon returning to duty, the Administrator shall be credited with fifty (50%) percent of previously accumulated sick days up to a maximum of twenty-five (25) days if "b" (i) and (ii) above have been exercised.

d. The provisions of Section 1 (b) (i) and (ii) and (c) above, shall only apply to those administrators employed prior to July 1, 2007.

e. Each Association member employed on or after July 1, 2007 who has exhausted all of his/her accrued sick/personal days and becomes ill shall have the right to have donated to him/her by Association members a maximum of 5 sick days per year by each such donor member. The President of the Association shall forward to the Superintendent a written statement setting forth the names of Association donors and the number of days donated by each donor to enable the School district to maintain accurate personnel records.

f. In September, all Administrators shall receive an accumulated sick leave statement from the District Office.

g. All personal/sick days granted under the terms of this agreement shall be earned on a pro-rated basis during the year. The aforementioned notwithstanding, Administrators may use the full allotment of personal/sick days to which they are entitled prior to said days being fully earned. However, to the extent any personal/sick days are used by an Administrator whose full-time employment with the District terminates prior to all expended sick/personal days having been fully earned, said Administrator shall immediately reimburse the District for the full value of any unearned personal/sick days at the rate at which the Administrator was compensated for each expended but unearned day.

## **Section 2 – Death In The Family**

a. Five (5) days leave will be granted to each Administrator for each death in the Administrator's immediate family. The immediate family includes the Administrator's

spouse, mother, father, sister, brother, son, daughter, grandparent, or a spouse's mother or father.

b. In the case of spouse's grandparent, brother or sister, two (2) days shall be granted.

c. The Superintendent, in his/her sole discretion, may consider special cases or circumstances.

### **Section 3 – Emergency Leave**

Other emergency leaves may be granted at the discretion of the Superintendent. Advanced notice requesting such emergency leave must be given to the Superintendent whenever possible.

### **Section 4 – Jury Duty and Subpoenas**

a. Each Administrator shall be granted leave with full pay and suffer no loss in responding to a court subpoena or performing required jury duty.

b. Any remuneration received by an Administrator over and above his/her expenses for transportation, meals and other incidentals in connection with a response to a subpoena or summons to jury duty shall be forwarded to the District.

### **Section 5 – Professional Obligations**

a. An Administrator who is a duly certified delegate of the New York State Retirement System and who has given sufficient notice of his/her delegation to the Retirement Conference may be granted one (1) day leave of absence without loss of pay. The District and the Association will share the cost of conference expenses up to two (2) days.

b. The District shall pay all dues for professional memberships in organizations directly related to the Administrator's responsibility, subject to the approval of the Superintendent of Schools.

c. Eight (8) full professional days may be granted for Association use to attend conferences and conventions and to conduct Association business. If needed, an additional eight (8) full days may be granted for Association use to attend conferences and conventions and to conduct Association business at the expense of the Association. All such days are at the discretion of the Superintendent of Schools.

### **Section 6 – Unexcused Absences**

All absences other than those set forth herein shall be deemed unexcused and shall be deducted from the administrator's salary at the rate of 1/240 of the Administrator's annual salary for each unexcused day.

### **Section 7 – Vacation Days**

a. Twelve (12) month Administrators shall be entitled to nineteen (19) vacation days per year which, regardless of any past practice to the contrary at any time, may not be carried over from year to year. Additionally, vacation days may not be used on any day on which school is in session for students nor may vacation days be used on any day between and including August 20<sup>th</sup> and the first day of school for students in any given year. Administrators shall not be required to work days during the school year when school is not in session for teachers and students, from the first day of school for students through and including the last day in session for students and/or teachers, as defined in the District Calendar as adopted by the Board of Education annually (the "Recess Period"). With the express written approval of the Superintendent of Schools, or his designee, an Administrator may work during a Recess Period. If so, the Administrator shall receive one (1) compensatory day for each day worked during a Recess Period. However, an Administrator may not utilize such compensatory day without the express written approval of the Superintendent of Schools. For the period of July 1, 2009 through June 30, 2011, each twelve (12) month Administrator may redeem on an annual basis up to ten (10) unused vacation days at his/her normal per diem rate of 1/240 of his/her annual salary. For the period of July 1, 2011 through June 30, 2012 and annually thereafter, each twelve (12) month Administrator first employed by the District as an administrator before September 1, 2011 may redeem on an annual basis up to ten (10) unused vacation days at seventy (70) percent of his/her normal per diem rate of 1/240 of his/her annual salary. For the period of July 1, 2011 through June 30, 2012 and annually thereafter, each twelve (12) month Administrator first employed by the District as an administrator on or after September 1, 2011 may redeem on an annual basis up to ten (10) unused vacation days at fifty (50) percent of his/her normal per diem rate of 1/240 of his/her annual salary. As of May 1<sup>st</sup> annually, Administrators may request in writing the redemption of unused vacation days, payment therefore to be made to the Administrator no later than June 30<sup>th</sup> of the year in which the redemption request is submitted. The aforementioned notwithstanding, no Administrator shall be entitled to payment for vacation days redeemed under the terms of this paragraph unless they remain

employed full-time by the District through and including June 30<sup>th</sup> of the year in which the redemption of days is being requested.

b. Ten month Coordinators shall work the same school year as teachers except that they shall also be required to work those days from the last school day in June up to and including June 30<sup>th</sup> and from September 1<sup>st</sup> until the opening of school.

c. Each Administrator entitled to vacation days shall submit, in writing, a proposed vacation schedule to the Superintendent on or before May 15<sup>th</sup> of each school year. Said vacation schedule shall include all vacation days to which the Administrator is entitled with the exception of any days the Administrator intends to redeem in accordance with section 7(a) of this agreement. The Superintendent or his designee shall notify the Administrator as to whether the proposed schedule is approved. If not approved, the Superintendent or his designee and the Administrator shall meet and attempt to mutually agree upon a vacation schedule.

d. All vacation days granted under the terms of this agreement shall be earned on a pro-rated basis during the year. The aforementioned notwithstanding, Administrators may use the full allotment of vacation days to which they are entitled prior to said days be fully earned. However, to the extent any vacation days are used by an Administrator whose full-time employment with the District terminates of his/her own accord or as the result of a disciplinary proceeding, prior to all expended and/or redeemed vacation days having been fully earned, said Administrator shall immediately reimburse the District for the full value of any unearned vacation days at the rate at which the Administrator was compensated for each expended but unearned day.

### **Section 8 – Child Care Leave**

A leave of absence shall be granted without pay for up to one year for child care. Such leave may be extended at the sole discretion of the Superintendent. During such leave, the Administrator shall not accrue additional leave days. All child care leave granted to an Administrator shall run concurrently with FMLA leave to which the Administrator may be entitled.

## **ARTICLE VI: Retirement**

### **Section 1 – Insurance**

When an Administrator retires, his/her then current insurance benefits (health, dental, life) shall be carried into retirement and the District shall continue to pay one

hundred (100%) percent of the premiums for the cost of such insurance benefits for Administrators and their dependents. The type of health insurance coverage (family or individual) that exists at the time of the Administrator's retirement shall continue into retirement. Life insurance policy limits shall be according to the terms of the life insurance policy then in effect in the district. For all Administrators employed on or after July 1, 2007, the School District shall pay ninety (90%) percent of the cost of the family/individual health and dental plans then currently in effect.

**Section 2 – Pay For Unused Days and District Service**

a. Upon retirement, Administrators shall receive as payment for fifty (50) percent of unused sick and unused vacation days, up to a maximum two hundred (200) days (i.e.,  $50\% \times 200 \text{ days} = 100 \text{ days}$  at the rate of  $1/240$  of the Administrator's annual salary for each unused day), provided they meet the eligibility requirements set forth herein.

b. Additionally, upon retirement, all Administrators shall receive three hundred (\$300.00) dollars for each year of consecutive full-time service to the District, provided they meet the eligibility requirements set forth herein. For those Administrators hired on or after July 1, 2007, payment shall be made for each year of consecutive full-time service as an Administrator in the School District.

c. Any Administrator who, during any year, defined as July 1<sup>st</sup> through and including June 30<sup>th</sup>, either first becomes eligible to retire in accordance with New York State Teachers' Retirement System ("TRS") rules, or who reaches age 55, including Administrators retiring with a penalty under the rules of TRS, and retires by no later than the end of business on June 30<sup>th</sup> of the year of attainment of retirement eligibility or age 55, and who has submitted to the Board of Education an irrevocable letter of resignation for the purpose of retirement at least one hundred and twenty (120) days prior to the last date of full-time employment indicated therein, shall be eligible for the payments defined in Sections 2a and 2b of Article VI of this agreement. The aforementioned notwithstanding, Administrators who are already ineligible for payments defined in Sections 2a and 2b and in accordance with Section 2c of Article VI of this agreement shall be deemed eligible therefore, provided they submit to the Board of Education an irrevocable letter of resignation for the purpose of retirement by no later than January 3, 2012, indicating a retirement date from the District of June 30, 2012.

## **ARTICLE VII: Grievance Procedure**

### **Section 1: Definitions**

a. A "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement and the policies of the district, except any matter which is prohibited by law from being administered hereunder (e.g., matters within the exclusive jurisdiction of the Commissioner of Education).

b. An "Aggrieved Person" is the person or persons alleging any violations, misinterpretations, or inequitable applications of the terms of this Agreement and the policies of the District.

### **Section 2: Purpose**

It is declared objective of the District and the Association to encourage the prompt and informal resolution of complaints as they arise and to provide recourse to orderly procedures for the satisfactory resolutions of complaints.

### **Section 3: General Principals**

a. The failure of an Aggrieved Person to proceed to the next step within the time limits set forth herein 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. 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 the level at which it was terminated. Further, in the event a decision has been rendered but has not been implemented or was violated, the presentation of such new evidence to the parties in interest shall constitute grounds to reopen the grievance at the level at which it was terminated. Such new evidence must be presented within one year from the last determination.

At any level, the failure of the district 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.

b. 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 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.

c. A grievance shall be deemed to have been waived unless presented within thirty (30) days after the event or events on which the grievance is based is known, or should reasonably have been known, by the aggrieved party.

#### **Section 4: General Procedure**

Since it is important that a 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.

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

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

c. The processing of a grievance shall take place at the mutual convenience of the parties concerned.

d. The District and the Association agree that proceedings under this Article shall be confidential.

e. Since a grievance, filed on or after June 1<sup>st</sup>, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the District 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 shall first submit a written grievance to the Superintendent and/or his/her designee, either directly or through his/her representative. If the Administrator submits the grievance through his/her representative, the Administrator must be present during the discussion of the grievance at this and every other step. Within ten (10) school days after the written grievance is submitted to him/her, the Superintendent and/or his/her 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 Level 1, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance, in writing, within ten (10) days, with the Board of Education.

**Level 3 – Advisory 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 at Level 2 within twenty-five (25) days after presentation of the grievance, the party initiating the grievance shall, within twenty (20) days, request advisory arbitration. The parties shall agree upon a mutually acceptable advisory arbitrator. 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 VIII: Dues Deduction**

The District agrees to deduct from the salaries of Administrators dues for the Association as said Administrators individually and voluntarily authorize the District to deduct and to transmit the monies promptly to an account designated by the Association.

Administrator authorization shall be in writing on forms supplied by the Association. These forms shall remain in effect until revoked in writing by an Administrator. These deductions shall be made from each bi-weekly check in the amount determined by the Association.

**ARTICLE IX: Professional Development and Growth**

All Administrators shall enroll annually in a minimum of six (6) hours of approved professional growth opportunities such as in-service or graduate courses, workshops or conferences. Such growth opportunities must be approved in advance by the Superintendent of Schools. Failure to furnish satisfactory proof of completion of the required (6) hours of approved professional growth opportunities shall result in a letter of warning and caution being placed in the administrator's personnel file.

In addition to the above indicated requirement for professional development, all Administrators shall be provided the opportunity to engage in professional growth goals designed to further the goals of the District. Toward that end, for each year of this agreement, and terminating thereafter for all purposes unless extended by mutual agreement of the parties through inclusion in a new or extended Agreement or extended at the sole discretion of the Superintendent of Schools following the end of this Agreement and the inception of a successor agreement, each Administrator shall submit to the Superintendent or his designee(s) an annual goal or goals. Said goal(s) shall represent rigorous initiatives in excess of the Administrator's position responsibilities as existing or as may be reasonably presumed to be inherent to the Administrator's position. Agreement on goal(s) shall be reached mutually between the Superintendent or his designee(s) and the Administrator prior to July 1<sup>st</sup> of each year of this Agreement for the upcoming fiscal year, or, for the first year of this Agreement, within thirty (30) days of the date of execution of this Agreement by the parties. If a goal(s) is not approved the Administrator shall be provided a written explanation as to why. If any goal(s) is not approved by the Superintendent or his designee the Administrator shall be afforded up to an additional fifteen (15) days beyond the timeframe set forth above to submit his/her goal(s); if the goal(s) re-submitted is not accepted by the Superintendent or his designee, that administrator upon his/her request may be assigned a goal to be measured under this provision. The proposed evidence to be used in order to assess attainment of the goal(s) shall be included as part of the submitted goal(s). The presentation of evidence of full and faithful completion of the agreed to goals shall be the responsibility of the administrator and shall be submitted to the Superintendent or his designee(s) by no later than June 1<sup>st</sup> of each year of this Agreement. The aforementioned notwithstanding, the District shall maintain the right to direct the format for both the submission of goals and evidence of goals attainment. The Superintendent's decision on both the acceptance of goals and attainment thereof shall be final and exclusive to the Superintendent. If it is determined that the Administrator has failed to attain his/her goal(s) that administrator shall be provided a written explanation as to the reason(s) why. In recognition of the additional responsibilities associated with the full and faithful completion of these goals and the value of same to the District, upon certification of same by the Superintendent, each Administrator certified as having successfully attained his/her goals in a given year shall receive additional

compensation beyond their step increase that will be equal to two percent of his/her base compensation, or three percent for administrators off step, for the subsequent fiscal year. Said amount shall be separate and apart from the Administrator's base compensation, and shall be cumulative from year to year during the life of this agreement. The aforementioned notwithstanding, there shall be no additional compensation for years in which the administrator does not submit goal(s) or does not reach mutual agreement with the Superintendent on goals or is determined to not have full and faithfully achieved his/her goals. Moreover, if an administrators fails to meet his/her goal for two consecutive years, during the life of this agreement, or any four years during his/her tenure with the District, there shall be no remuneration under this Article and the administrator shall lose any remuneration he/she received for the 2014/2015 school year and thereafter pursuant to this Article. It is agreed that the administrator will not lose any accumulated remuneration he/she received pursuant to this Article prior to the 2014/2015 school year. The parties hereby agree that the increases received pursuant to this article shall be cumulative and compounding.

#### **ARTICLE X: Annual Professional Performance Review**

##### **I. Appeals Process:**

a. A principal who receives an ineffective or developing rating on their APPR shall be entitled to appeal their annual APPR rating. Principal's evaluation(s) shall be conducted by a Central Office administrative designee of the Superintendent of Schools, who shall be trained in accordance with the requirements of statute and regulations and also possess an administrative certification.

b. The principal shall receive a draft at a meeting to be held between the Central Office administrative designee of the Superintendent of Schools and said Principal that will be held prior to the end of that school year.

c. Within ten (10) school days of receipt of the draft annual evaluation the Principal may submit information, artifacts and/or evidence, in writing, to the Central Office administrative designee of the Superintendent of Schools, as well as to the Superintendent of Schools, in support of any argument, challenge, disagreement or dispute that the Principal may have with his/her draft evaluation.

d. Within five (5) school days of receipt of the materials the Central Office administrative designee of the Superintendent of Schools shall issue a final evaluation taking into consideration the material produced by the Principal. The final evaluation must be accompanied with a detailed response to each objection raised to the draft evaluation. The

written response shall include any and all additional documents or written material specific to the points of disagreement in support of the Central Office designee's final evaluation and are relevant to the resolution of any potential appeal.

e. Within five (5) school days of receipt of the final annual evaluation the Principal may appeal to the Superintendent of Schools and request that a hearing be held with the Superintendent of Schools. The hearing shall be held within five (5) school days of the Superintendent's receipt of the written appeal and request for hearing. At the hearing, the Principal shall have the right to union representation, of his/her choosing, and be allowed to present any material, information and/or argument to the Superintendent in regards to their evaluation. If the Principal is out on vacation or sick leave when the final evaluation is issued, the five days for appeal provided herein shall not commence until the principal returns.

f. Within five (5) school days from the date of the hearing the Superintendent shall make his or her decision in writing regarding the appeal. The decision of the Superintendent as to the substance of the annual professional performance review shall be final and not grievable, arbitrable, or reviewable in any other forum. Procedural issues that are and/or will be set forth in this Article shall be subject to the grievance machinery of the contract.

## **2. Local 60% Component of the Composite Score**

a. The other 60% of the APPR composite score shall be based upon the ISSLC standards as set forth in Part 30-2 Regents Rules.

b. The parties have selected the Kim Marshall rubric, for use in accordance with the requirements of Education Law 3012-c. This rubric will be annexed to the APPR document as Appendix "A." The point allocation given to each NYSED approved leadership standard, rubric domain and category, and/or agreed upon goals, and the criteria/evidence/artifacts necessary to support the domains, goals, and the four HEDI rating levels for each performance indicator, and any and all evaluation methods/procedures to be utilized shall be subject to ongoing negotiations.

3. The parties agree that the local 20% measures/criteria/scoring will be identified as the New York State Exam results only until NYSED defines the terms for how the 20% will be defined. Upon identification of how the 20% will be configured, the RPAA will unilaterally define the local 20% of their choice, and establish the cut scores and point allocation to be utilized, provided said choice is in compliance with Education Law 3012c and any associated

valid regulations of the Commissioner of Education and as long as this said choice does not place an unreasonable financial burden on the District. Should the NYSED fail to define terms of how the NYS exam will be defined, the District and RPAA agree that in such instance to continue utilizing the current administrative evaluation system used during the 2010-2011 school year, and continue negotiations in accordance with any direction received from SED or the courts.

4. The above mentioned items specifically applies to Principals and to the extent the District is required to implement a new APPR for Administrators maintaining other titles, the terms and conditions governing that process shall not be subject to any provision herein and shall be subject to new negotiations in accordance with applicable regulations and law.

#### **ARTICLE XI: Personnel Files**

Upon reasonable notice to the Superintendent, all materials placed in the Administrator's personnel file and originating within the School District shall be available for the Administrator's review. If an Administrator requests, he/she may have another Administrator designated by him/her present when he/she reviews his/her folder. Material of concern to the Administrator shall not be placed in the personnel file without the Administrator having the opportunity to review and respond in writing. Upon request, the administrator may make copies of the documents. All official records will be kept in the Office of the Superintendent.

All references and other confidential information originating outside of the School District and all information created with the School District concerned with the process of evaluating the Administrator for possible promotion employment shall not be subject to this agreement and, therefore, shall not be available for inspection by the Administrator.

#### **ARTICLE XII: Complaints**

Any written complaint received by the School District concerning an Administrator shall be brought to the Administrator's attention as soon as possible. The affected Administrator shall be advised of the identity of the person(s) making the complaint(s) and the substance of the complaint(s) which shall be affixed to the complaint(s).

**ARTICLE XIII: The Agreement**

This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written, signed amendment to this Agreement.

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and agree that negotiations will not be reopened on any item whether contained in this Agreement or not, during the life of this Agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENTS OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THERE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

BY:  \_\_\_\_\_ 10/6/15  
Dr. Scott O'Brien Date  
President  
Rocky Point Administrators' Association

BY:  \_\_\_\_\_  
Susan Y. Sullivan Date  
President  
Board of Education

BY:  \_\_\_\_\_ 10/6/15  
Dr. Michael F. Ring Date  
Superintendent of Schools

**July 1, 2015 - June 30, 2016**

<b>Step</b>	<b>HS Principal</b>	<b>MS Principal</b>	<b>Elementary Principal</b>	<b>Director</b>	<b>HS Asst Principal</b>	<b>MS Asst Principal</b>	<b>Elem Asst Principal</b>	<b>Coordinators</b>	<b>CSE/CPSE Administrator</b>
1	134,267	128,673	123,078	128,673	117,483	111,889	106,294	106,294	106,294
2	136,952	131,247	125,540	131,247	119,834	114,128	108,421	108,421	108,421
3	139,637	133,820	128,001	133,820	122,183	116,365	110,547	110,547	110,547
4	142,322	136,394	130,463	136,394	124,533	118,604	112,673	112,673	112,673
5	145,008	138,966	132,924	138,966	126,883	120,842	114,800	114,800	114,800
6	147,693	141,540	135,386	141,540	129,233	123,080	116,925	116,925	116,925
7	150,378	144,113	137,847	144,113	131,583	125,318	119,052	119,052	119,052
8	153,063	146,687	140,309	146,687	133,932	127,556	121,179	121,179	121,179
9	155,749	149,260	142,770	149,260	136,283	129,794	123,304	123,304	123,304
10	158,434	151,834	145,233	151,834	138,632	132,031	125,431	125,431	125,431