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

Title: Haverstraw-Stony Point Central School District and North Rockland Administrators Association (2014)

Employer Name: Haverstraw-Stony Point Central School District

Union: North Rockland Administrators Association

Local:

Effective Date: 07/01/2014

Expiration Date: 06/30/2017

PERB ID Number: 5224

Unit Size:

Number of Pages: 46

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# **AGREEMENT**

between

the

HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT

and the

NORTH ROCKLAND ADMINISTRATORS' ASSOCIATION

July 1, 2014 - June 30, 2017

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IT IS HEREBY AGREED by and between the HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT, party of the first part, and the NORTH ROCKLAND ADMINISTRATORS' ASSOCIATION, party of the second part, that the conditions, items negotiated and terms of employment of and for the persons described herein below for the 2014-2015 through 2016-2017 school years shall be as follows:

#### ARTICLE I - TERMINOLOGY

- A. The HAVERSTRAW-STONY PONT CENTRAL SCHOOL DISTRICT may also be referred to in this Agreement as "District."
- B. NORTH ROCKLAND ADMINISTRATORS ASSOCIATION may also be referred to in this Agreement as "Association."
- C. THE BOARD OF EDUCATION of the District may also be referred to in this Agreement as the "Board."
- D. THE SUPERINTENDENT OF SCHOOLS of the District may also be referred to in this Agreement as the "Superintendent."

### **ARTICLE II - RECOGNITION**

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

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

- 1. Principals
- 2. Assistant Principals
- Directors
- 4. Coordinators/Supervisors who spend over 60% of their time in supervisory or administrative duties.
- Assistant Directors.

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

- 1. The Board of Education will solicit recommendations from the administrative staff in the development and implementation of policies that directly affect the areas of responsibility of the administrative staff. These recommendations are not binding upon the Board of Education.
- 2. Administrators and directors, when possible, shall participate in the interviewing of prospective employees who will be assigned to their division and/or school.
- 3. Final decision on budget allocations will remain with the Board of Education. Principals and administrators will be consulted in establishing guidelines and submission dates for budget preparation. Budget preparation will take into account the particular needs of the school or department.
- 4. The principal of each school is responsible for all school connected activities that are conducted within his/her school.

#### ARTICLE IV – JOB SECURITY

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

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

# ARTICLE V - LIABILITY PROTECTION

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

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

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

# **ARTICLE VI – WORK YEAR**

A. All members shall work a twelve (12) month work year. Unit members shall work the same calendar as the teachers between the first Superintendent's Conference Day and the last day students are in attendance. Within that year, unit members shall be provided with twenty-three (23) paid leave days. Except as provided below, at least eighteen (18) of these days

must be taken between July 1st and seven (7) calendar days prior to the first Superintendent's conference day. The Superintendent of Schools or his/her designee may in his/her discretion approve, under extenuating circumstances, a written request to take a portion of the eighteen (18) days at other times during the school year. The Superintendent shall consult with the Association prior to finalizing the return to work date.

B. Based on the operational needs of the District, the Superintendent may request that a unit member forego taking up to five (5) of his/her paid leave days. In such event, the unit member shall be paid at the rate of 1/220<sup>th</sup> of his/her base annual salary for each of the unused paid leave days.

# **ARTICLE VII - PROMOTIONS**

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

#### ARTICLE VIII – GRIEVANCE PROCEDURE

1. <u>Definition</u>. Any claim by the Association or an Administrator that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement (it being understood that only such matters as specifically provided for in this Agreement shall be subject to the grievance procedure contained in this Article.).

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

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

- 3. <u>Association Representation</u>. Upon selection and certification by the Association, the Board shall recognize a grievance representative. This representative or an alternate shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented. Nothing herein contained will be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with his/her supervisor, and having the grievance adjusted without intervention of the Association, provided the Association has been notified jointly by the supervisor and the Administrator, and the adjustment is not inconsistent with the terms of this Agreement.
- 4. <u>Procedure</u>. The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. When requested by the Administrator, the Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the Administrator, then a grievance may be processed as follows:

- Step 1. The employee or the Association may present the grievance in writing to the employee's supervisor who will agree for a meeting to take place within four (4) days after receipt of the grievance. The Association's representative, the aggrieved Administrator, and his/her supervisor shall be present for the meeting. The supervisor must provide the aggrieved Administrator and the Association with a written answer on the grievance within two (2) days after the meeting.
- Step 2. If the Administrator initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Step 1, then the Association may refer the grievance to the Superintendent or his/her official designed within six (6) days after receipt of the Step 1 answer or within eight (8) days after the Step 1 meeting, whichever is the later. The Superintendent shall arrange for a meeting with the representatives of the Association's grievance committee to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have four (4) days in which to provide his/her written decision to the Association.
- Step 3. (a) If the Administrator and/or the Association are not satisfied with the decision at Step 2, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after receiving the decision at Step 2. The official grievance record maintained by the Superintendent may be available for the use of the Board of Education.
- (b) Within ten (10) working days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

- (c) Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.
- Step 4. (a) If the Association is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire without the issuance of the Board's written answer, then the Association may submit the grievance to final and hinding arbitration. If a demand for arbitration is not filed within thirry (30) days of the date for the Board's Step 3 reply, then the grievance will be deemed withdrawn.
- (b) Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the five (5) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (c) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if the oral bearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- (d) The arbitrator shall have the power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

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

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

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

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

- 5. The District acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no administrator may be required to discuss any grievance if the Association's representative is not present.
- 6. Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step 2.
- 7. No reprisals of any kind will be taken by the Board of Education or the administration against any administrator because of his/her participation in this grievance procedure.
- 8. The Board and the administration will cooperate with the Association in its investigation of any grievance, and, further, will furnish the Association and such information as is requested for the processing of any grievance.

- 9. Should the investigation or processing of any grievance require that an Administrator or Association representative be released for his/her regular assignment, he/she shall be released without loss of pay or henefits.
- 10. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

# **ARTICLE IX - ASSOCIATION RIGHTS**

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

# **ARTICLE X - JURY DUTY LEAVE**

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

#### ARTICLE XI - ON THE JOB INJURY TO PERSON OR PROPERTY

1. In the event that an administrator is injured while on duty and is necessarily absent by reason of such injury, the days of absence during the first year after such injury shall not be included against his/her sick leave days either for the year in which injured or against accumulated days. The District shall pay his/her salary in full during the first year of such injury provided, however, that the District shall be entitled to reimbursement for any payments which he/she receives or is entitled to receive under New York State Workers' Compensation Act.

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

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

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

4. The District will designate special areas at each school building where Administrators shall park their automobiles while on duty. The District shall provide that any administrator who suffers a loss by reason of damage or destruction of his/her automobile parked

in an officially designated parking area while he/she is on duty shall be compensated for damages in excess of those paid by his/her own insurance carrier, in an amount not exceeding \$250 per incident, it being understood that the total liability of the District for all such claims within the unit during each contract year shall not exceed \$2,000.

### ARTICLE XII -- PERSONAL LEAVE

- 1. Each employee may, in each school year, utilize up to three of the sick leave days provided by Article XII for personal leave. One such day may be taken with reason and two such days shall be allowed without the requirement of providing a reason. Personal leave shall not be taken on a day before or a day after a school holiday as shown on the school calendar.
- 2. Request for personal leave shall be made to the Superintendent at least five (5) working days prior to the date of the leave, if possible. In the event of an emergency, which is defined as a matter of serious personal concern with a duration of (1) day or less, which includes such matters as accidents, serious family illness, weather conditions or mechanical failure of automobiles or of equipment in the home, automatic approval of the personal leave shall be deemed to have been given. If emergency leave must be taken without prior approval, the Administrator shall report to the Superintendent the cause of the absence upon his/her return to duty. If it is an emergency that can be resolved, the Administrator shall endeavor to resolve it as quickly as possible in order to avoid an absence of longer duration than necessary.
- 3. Personal leave shall also be granted for the following reasons:
- (1) Emergencies or acts of God that prevent an employee from reporting to his/her assigned duties (maximum of one (1) day per year).

- (2) Death in the immediate family which includes: spouse, dependent, stepchild, parents, grandparent, parent-in-law, sibling, or sibling-in-law five (5) days per occurrence. In unusual circumstances, an additional five (5) days may be granted by the Superintendent.
  - (3) To attend funeral of relatives maximum of one (1) day.
- (4) Required to be in Court one (1) day. Where an Administrator is subpoensed to attend Court in any matter except where he/she is a party, absence from duties during such required Court attendance shall not be charged against personal leave. When an Administrator receives a subpoens to attend at Court, he/she shall give notice thereof to the Superintendent as soon as possible, for the purpose of giving the school authorities an opportunity of arranging either an adjournment or a specific time for such Court attendance.
- (5) High School and College graduation of member of the immediate family one (1) day.

# ARTICLE XIII - ILLNESS LEAVE

- 1. Sick leave is defined as income protection for employees who through physical or mental infirmities are unable to perform their duties in an effective manner.
- 2. All Administrators shall have any unused sick leave replaced at a rate not to exceed sixteen (16) days per year. At no time shall accrued sick leave exceed two hundred eleven (211) days.
- 3. (1) All tenured administrators shall be credited once with one hundred seventy-six (176) days of sick leave. At no time shall accrued sick leave total exceed two

hundred eleven (211) days. This subsection shall not apply to unit members who are hired on or after July 1, 2012.

- 4. (1) A North Rockland tenured teacher who moves into the Administrators' Unit (or into any position represented by the Administrators' Unit) shall not be entitled to sick leave as referred to in Section 3(1) of this Article but will be eligible to receive credit for his/her prior accrued sick leave up to the maximum of two hundred and eleven (211) days permitted hereunder.
- (2) In the event of illness, a tenured administrator exhausting his/her accrued sick leave will resume services with a minimum of fifteen (15) days to which fifty (50) additional days shall be added after he/she has been on duty for thirty (30) days.
- 5. Should it become necessary for an Administrator to be absent under this Article, said Administrator shall inform the Superintendent of Schools of his/her absence through his/her immediate supervisor. Whenever possible and applicable, such notification shall be given prior to the absence.
- 6. An Administrator absent on sick leave for more than five (5) consecutive school days may be required to furnish a written statement, signed by a physician, concerning the nature and extent of the illness. The District reserves the right to have the employee examined by the school physician if the infirmity is claimed to be physical and by the school psychiatrist if the infirmity is claimed to be mental. Upon return to duty following an illness for which the Administrator has been absent at least thirty (30) consecutive school days, he/she shall be required to furnish a signed statement from his/her physician certifying that he/she is physically, or mentally able to return to full duty.

- 7. If an Administrator is required to be absent because of illness of a member of his/her immediate family, up to ten (10) days of absence because of such illness shall be charged to his/her sick leave. No more than five (5) days of family sick leave may be taken consecutively.
- 8. Upon the recommendation of the immediate supervisor and the approval of the Superintendent, in his/her discretion, an Administrator will be given permission to attend professional conferences at no cost to the School District. There shall be a ten (10) day/year limit to this.

### ARTICLE XIV - HEALTH, DENTAL AND LIFE INSURANCE COVERAGE

1. The District shall provide health insurance coverage through the Erie BOCES New York 44 Plan ("NY 44 Plan"). Coverage and benefits shall be provided pursuant to the provisions of the NY 44 Plan. Should the District at some point in the future, withdraw, or be removed, from the NY 44 Plan, the District agrees to provide health insurance coverage equal to or better than the benefits provided under the Aetna plan in effect during the 2011-2012 school year.

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

- (a) For purposes of Article XIV, all District service in another bargaining unit shall be credited in determining health insurance benefits.
- organizations shall continue to actively participate in the joint health insurance committee. The Committee shall regularly meet to review costs, participation rates and benefit design. The Committee shall recommend changes in health insurance benefits and plan design that will result in savings to all plan participants and the District. Recommendations may include benefits offered, contribution levels, co-pays, deductibles, tiered plans or other design changes. Prior to adoption and implementation, such changes shall be subject to approval of the Board of Education and all employee organizations.
- (c) The parties agree that health and dental insurance coverage will be maintained and continued for all employees who are represented by the NRAA to the same extent and on the same basis in all respects to the coverage which are furnished to the majority of District employees.
- (d) Any modification or amendment of the health or dental plan other than a contribution toward premiums agreed to by the District and the majority of District employees shall automatically also be effective for the Association and its members on the same effective date.
- (e) The District shall provide each unit member with a life insurance policy of
   \$150,000. Prior to the retirement, a unit member may elect to continue his/her current term life

insurance at his/her sole expense provided, however, that the carrier, after full disclosure, will continue such coverage; and provided, further, that such coverage is legally permissible.

- (f) Administrators on authorized unpaid leave shall be covered upon their return on the same basis as though their service was uninterrupted, except the administrator shall not be credited with such time toward his/her service for salary or seniority purposes.
- (g) If an Administrator can show that by reason of coverage elsewhere he/she does not require coverage under either the health or dental group policies furnished by the District, such administrator may elect to be covered by the remaining coverage provided under this article.

# Administrators Hired Prior to July 1, 2005

Any administrator who has served three years in the District shall be eligible for participation in the District's health insurance plan in accordance with the following cost-sharing formulas:

Effective July 1, 2014: The District shall pay 90% of the premiums and unit members shall pay 10% for individual and dependent coverage.

Effective July 1, 2015: The District shall pay 89% of the premiums and unit members shall pay 11% for individual and dependent coverage.

Effective July 1, 2016: The District shall pay 87% of the premiums and unit members shall pay 13% for individual and dependent coverage.

Dependent children will be covered in accordance with the District's current health insurance plan. The District will extend coverage on the same basis to domestic partners of

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

District employees if the employee and his or her domestic partner meet the certification requirements of the insurance company.

- (b) Any first, second, or third year administrator may participate in the plan on the same basis as administrators with three (3) years of service, except that they shall be required to contribute one fifth (20%) of the cost of the premium.
- (c) Upon his or her retirement with TRS or ERS eligibility to receive benefits, a unit member is guaranteed medical insurance after ten (10) years of District service, provided the unit member is carolled in the District's health plan prior to retirement. Upon retirement, the unit member contribution will continue at the same percentage as the unit member was contributing at the time of his/her retirement. When a retired unit member becomes Medicare eligible, the cost of such participation shall be paid for by the individual. For the unit members who retire on or before June 30, 2017 and who submit an irrevocable letter of resignation for retirement purposes by no later than November 15, 2016, the District shall reimburse the retired the Medicare Part B premium including the increased rate for high income individuals. For unit members who submit an irrevocable letter of resignation for retirement purposes after November 15, 2016, the District shall reimburse the retirce at the standard Medicare Part B premium, not including the increased rate for high income individuals. If an employee is receiving retirement benefits from TRS or ERS, but has not reached age 55 and meets all other criteria to receive retiree health insurance, then the retiree must pay 100% of the premium costs for health insurance until he or she reaches age 55 to receive such benefits. Such payments may be made to the District, monthly by the retirce or in two (2) separate annual payments, on July 1 and January I.

# 3. Administrators Hired On or After July 1, 2005

(a) Any administrator who has served three years in the District shall be eligible for participation in the District's health insurance plan in accordance with the following cost-sharing formulas:

Effective July 1, 2014: The District shall pay 85% of the premiums and unit members shall pay 15% of for individual and dependent coverage.

Effective July 1, 2015: The District shall pay 84% of the premiums and unit members shall pay 16% of for individual and dependent coverage.

Effective July 1, 2016: The District shall pay 82% of the premiums and unit members shall pay 18% of for individual and dependent coverage.

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

- (b) Any first, second, or third year administrator may participate in the plan on the same basis as administrators with three (3) years of service, except that they shall be required to contribute one fifth (20%) of the cost of the premium.
- (c) Upon his or her retirement with TRS or ERS eligibility to receive benefits, a unit member is guaranteed medical insurance after ten (10) years of District service, provided the unit member is enrolled in the District's health plan prior to retirement. Upon retirement, the unit member contribution will continue at the same percentage as the unit member was contributing at the time of his/her retirement. When a retired unit member becomes Medicare eligible, the cost of such participation shall be paid for by the individual. The District shall

reimburse retirces at the standard Part B premium (not including increased rate for high income individuals). If an employee is receiving retirement benefits from TRS or ERS, but has not reached age 55 and meets all other criteria to receive retiree health insurance, then the retiree must pay 100% of the premium costs for health insurance until he or she reaches age 55 to receive such benefits. Such payments may be made to the District, monthly by the retiree or in two (2) separate annual payments, on July I and January I.

# **ARTICLE XV** – PAYROLL DEDUCTIONS

- 1. The District agrees, through payroll deductions to purchase annuities for employees in accordance with the provisions of Sec. 403 (b) of the Internal Revenue Code of 12954, as amended. The Superintendent shall approve, on behalf of the District, applications from employees for agreements with the District for reductions in contract salary, the amount of such deduction to be remitted to the company specified by the employee in the agreement for the purpose of purchasing a non-forfeitable annuity contract or annuity account qualifying for purposes of Sec. 403 (b).
- 2. The District shall make available to employees the opportunity to purchase U.S. Government Savings Bonds through payroll deduction.
- 3. Administrators shall be entitled to have direct deposit of their payroll checks to a bank of their own choosing as long as all paperwork required by the hank is delivered in a form satisfactory to the School District business office for processing and the procedures of the specific bank which the employee utilized do not present extraordinary or unusual technological or logistical difficulties to the business office. This Article shall be limited to not more than fifteen (15) banks.

# ARTICLE XVI - USE OF PERSONAL VEHICLE

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

# ARTICLE XVII - RETIREMENT

- 1. The District agrees to consider participation in any State Law which provides an optional early retirement incentive applicable to District administrators.
- 2. A retiring Administrator will pay for medical insurance at the same rate as at the time of retirement pursuant to Article XIII.
- Any Administrator who retires with ten (10) years of service with this District shall receive payment for fifty percent (50%) of his/her unused sick leave paid at his/her then current rate of salary, but such payment shall not exceed sixty (60) days. Such payment shall be made by the District to a 403(b) account consistent with the terms set forth below. Unused sick leave days for payment under this provision shall be calculated at the rate of 1/200th of the annual salary at retirement.
- (a) A Class "A" employee is one that shall give early written notice of the intention to retire to the Superintendent of Schools on or before November 15, of the calendar year preceding the actual year in which that employee's retirement is to be effective for two non-elective payments. A Class "B" employee is one who retires by giving notice on or before March 1, of the actual year of retirement that individual will be eligible to receive only one non-elective

payment upon to the IRC Sections 403(b)(7) and 415(c) limits with any excess being paid as eash.

- (b) Upon receipt of the notice of intention to retire, the District shall calculate the dollar value that the eligible unit member is entitled to receive in accordance with Section 3, for the payment of retirement pay in the form of accumulated unused sick leave up to a cap of 60 days as set forth herein.
- (c) The District shall establish a tax-sheltered annuity plan that meets the requirements of 26 U.S.C. Section 403(b) ("Plan") for the benefit of bargaining unit members as described in Section (d) below.

Thereafter, the District shall make non-elective contributions of the amount calculated directly into the 403(b) tax-sheltered account designated by the District for the benefit of the retiring employees under the provisions of 26 U.S.C. Section 403(b) as set forth below.

- (d) Class A Employees include all employees, regardless of membership date in the New York State Teachers' Retirement System ("TRS"), and who qualify to retire pursuant to the criteria set forth in this Article. All retiring employees shall receive payment for accumulated unused sick leave up to a cap of 60 days in the form of a Retirement Payment as an employer non-elective contribution into a designated 403(b) account in accordance with the following:
- (i) Eligible Class A unit members who timely submit an early letter of resignation shall receive an initial employer non-elective contribution into a designated 403(b) account established for the retiring employee up to the maximum amount allowed by IRS Sections 403(b) and 415(c) on or before December 31, of the year before the actual last year of employment.
- (ii) If benefits for the retiring employee who submits an early notice of retirement are still available after the initial District non-elective contribution is made, a second employer

non-elective contribution into the designated 403(b) account for the benefit of the retiring employees up to the maximum amount allowed by IRS Sections 403(b) and 415(c) shall actually be made on or hefore July 31 of the year of retirement or as soon thereafter as practicable. If the retiring employee still has benefits remaining after the District's two contributions in the last school year of employment, then the excess amount shall be paid in a lump sum, at the time the District makes its second non-elective contribution. The excess amount shall be considered income/wages under the IRS Code and be subject to immediate taxation.

- (iii) Eligible Class B unit members, who submit their letter of resignation on or before March 1 of the school year in which they plan to retire shall receive an employer non-elective contribution into a designated 403(b) account established for the retiring employee up to the maximum amount allowed by IRS Sections 403(b) and 415(c) on or before July 31, of the year of retirement or as soon thereafter as practicable. If the retiring employee still has benefits remaining after the District's contribution in the last school year of employment, then the excess amount shall be paid in a lump sum, at the time the District makes its non-elective contribution. The excess amount shall be considered income/wages under the IRS Code and be subject to immediate taxation.
- (e) <u>Tier IA Adjustments:</u> The District shall report its employer non-elective contributions hereunder as non-regular compensation to the New York State Teachers' Retirement System for any employee, regardless of class, who became a member of the Teachers' Retirement System before June 17, 1971.
- (f) No eligible unit member shall have the right of election to take the payment for their accumulated unused sick leave in the form of a Retirement payment as eash.

- (g) This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- (h) Both the Employer and the Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and District Non-Elective Contributious and the amount of the employee's Includible Compensation
- (i) This Section is subject to the contract's grievance procedure, except that any arbitrator to whom the dispute shall be submitted should be qualified as a C.P.A.

# ARTICLE XVIII - SALARIES

The Salary Schedules for the 2014-2015 through 2016-2017 school years are attached hereto as Appendices A, B and C.

1. 2014-2015 school year: All unit members eligible for a step increase shall receive such step increase effective in the fourteenth payroll of the school year. Steps 1, 2, 4, 8, 10, 11 and 13 through 17 on Schedule A (prior to July 1, 2012) shall be increased by 0.5% effective on the fourteenth payroll of the school year. All other steps on Schedule A shall not be increased. All steps on Schedule B (on or after July 1, 2012) shall be increased by 0.5% effective on the fourteenth payroll of the school year.

2015-2016 school year: All unit members eligible for a step increase shall receive such step increase effective in the fourteenth payroll of the school year. Steps 1, 2, 4, 8, 10, 11 and 13 through 17 on Schedule A (prior to July 1, 2012) shall be increased by 0.5% effective on the fourteenth payroll of the school year. All other steps on Schedule A shall not be increased. All steps on Schedule B (on or after July 1, 2012) shall be increased by 0.5% effective on the fourteenth payroll of the school year.

2016-2017 school year: All unit members eligible for a step increase shall receive such step increase effective in the fourteenth payroll of the school year. Steps 1, 2, 4, 8, 10, 11 and 13 through 17 on Schedule A (prior to July 1, 2012) shall be increased by 0.5% effective on the fourteenth payroll of the school year. All other steps on Schedule A shall not be increased. All steps on Schedule B (on or after July 1, 2012) shall be increased by 0.5% effective on the fourteenth payroll of the school year.

- 2. Administrators shall advance a step on the salary schedule if eligible based upon their years of credited administrative service in the District.
- 3. Effective in the fourteenth payroll of the 2014-2015 school year, any unit member who has served in the District for ten (10) years or more in an administrative capacity prior to December 1, 1998, shall receive a longevity payment of \$500-503 per annum.

Effective in the fourteenth payroll of the 2015-2016 school year, any unit member who has served in the District for ten (10) years or more in an administrative capacity prior to December 1, 1998, shall receive a longevity payment of \$505 per annum.

Effective in the fourteenth payroll of the 2016-2017 school year, any unit member who has served in the District for ten (10) years or more in an administrative capacity prior to December 1, 1998, shall receive a longevity payment of \$508 per armum.

- 4. The District may, at its discretion, provide additional compensation if, in its opinion, the Administrator is providing superior service to the School District.
- 5. The District shall provide a \$500 annual stipend to those administrators that have been awarded a doctorate from an accredited university.
- 6. The following rules shall apply with respect to voluntary and involuntary transfers of unit members from a higher compensated position to a lower compensated position:
  - (a) A unit member who accepts a voluntary transfer from a higher compensated administrative position to a lower compensated administrative position shall be placed on the appropriate administrative placed for the lower compensated position.
  - (b) A unit member who is involuntarily transferred from a higher compensated administrative position to a lower compensated administrative position as a result of an abolition or school closure shall be placed on the lower administrative salary grade.
  - (c) A unit member who is involuntarily transferred from a higher compensated administrative position to a lower compensated administrative position for reasons other than an abolition or school closure shall remain on their previous administrative salary grade.

7. Any administrator hired on or after July 1, 2012, shall be placed on the 20 step schedule.

# **ARTICLE XIX- ABOLITION OF UNIT POSITIONS**

- 1. The District shall notify the Association ninety (90) days in advance of the intended abolition of any unit position.
- 2. The District and representatives of the Association shall meet and discuss the system of seniority to be utilized in the event of the abolition of unit positions and consequent excessing of unit personnel.

# **ARTICLE XX** – GENERAL PROVISIONS

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

- 2. Should any section of this Agreement be declared illegal by a final authority of competent jurisdiction, the remainder of the Agreement shall remain in force, and shall not be affected, and the District and Association shall negotiate concerning a substitute section consistent with the law.
- 3. It is the intention of the parties that this Agreement recognize and comport with the provisions of the Family and Medical Leave Act (29 USC Sections 2601-2654). The parties agree that the Family and Medical Leave Act provides up to 12 weeks of unpaid leave for the birth or adoption of a child within the first 12 months of the child's life. During such period of FMLA leave an employee shall continue to be covered by District health, dental and life insurance. Paid leave may be available during the period of FMLA leave pursuant to other sections of this Agreement. If any provisions of this Agreement is found by a court, agency or arbitrator to not be in compliance with the provisions of The Family and Medical Leave Act, representatives of the parties shall meet and negotiate to establish a successor provision but in no event shall either party be compelled to grant or relinquish any substantive or procedural right or henefit except as compelled by law.
- 4. The parties agree that all employees represented by the North Rockland Administrators' Association are expected to know and follow all district policies.
- 5. The Side Letter of Agreement dated June 19, 2012, and the Stipulation of Settlement, dated January 10, 2012, attached as Appendices D through E, are incorporated by reference.

# ARTICLE XXI - TERM OF CONTRACT

1. The term of this Agreement shall be for three (3) years beginning July 1, 2014 and ending June 30, 2017.

# **ARTICLE XXII** - TAYLOR LAW

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

IT WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto on the May of May, 2014.

·
HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT
By: Cleana Celleit
Superintendent of Schools
THE BOARD OF EDUCATION OF THE HAVERSTRAW-STONY POINT CENTRAL SCHOOL DISTRICT  By:  President
NORTH ROCKLAND SCHOOL ADMINISTRATORS' ASSOCIATION

ATTEST/
District Clerk

Lively

# Appendix A

	Administrative Co			ior to 7/1/12			
2014-15 (1st 1/2	l yr≖ Same salary	as 2013-14)					
	100.00%						
		MS Asst.			<del></del>	}	·
	Elementary Asst.	Principal/C				High	Secondary
	Principal/Asst.	oordinater/	H S. Asst.	Elementary	Middle School	School	School Asst.
	Director	Director	Principa!	Principal	Principal	Principal	Principal *
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade B
1	\$ 100,376	\$ 103,557	\$ 106,750	5 110,999	\$ 116,311	\$ 122,687	\$ 185,154
2	\$ 100,376	\$ 103,557	\$ 106,750	\$ 110,999	\$ 116,311	\$ 122,687	S 105,154
3		\$ 109,682	\$ 113,125	\$ 117,698	\$ 123,456	\$ 130,347	\$ 111,403
4!	\$ 106,241	\$ 109,682	\$ 113,125	\$ 117,698	\$ 123,456	\$ 130,347	\$ 111,403
5	\$ 115,372	\$ 119,169	\$ 122,979	\$ 129,177	\$ 134,400	\$ 142,008	\$ 121,074
6	\$ 122,566	\$ 126,662	\$ 130,773	\$ 137,427	\$ 143,1D2	\$ 151,316	\$ 128,718
7	\$ 129,881	\$ 134,294	\$ 138,707	\$ 145,816	\$ 151,954	\$ 160,776	\$ 136,500
8	\$ 129,881	\$ 134,294	\$ 138,707	\$ 145,816	\$ 151,954	\$ 160,776	\$ 136,500
9	\$ 133,776	<b>\$</b> 138,326	\$ 141,484	\$ 151,645	\$ 155,754	\$ 163,994	\$ 139,904
10	\$ 133,776	<b>\$</b> 138,326	<b>\$</b> 141,484	\$ 151,645	\$ 155,754	\$ <sup>1</sup> 63,994	\$ 139,904
11	\$ 133,776	\$ 138,326	\$ 141,484	\$151.645	\$ 155,754	\$ 163,994	\$ 139,904
12	\$ 141,235	\$ 146.038	\$ 147,918	\$ 160,102	\$ 163,639	\$ 171,458	\$ 146,979
13	\$ 141,235	\$ 146,038	\$ 147,918	\$ 160,102	S 163,639	\$ 171,458	\$ 146,979
14	\$ 141,235	\$ 146,038	\$ 147,918	\$ 160,102	\$ 163,639	\$ 171,458	\$ 146,979
15	\$ 141,235	\$ 146,038	\$ 147,918	\$ 160,102	5 163,639	\$ 171,458	\$ 146,979
16		\$ 146,038	\$ 147,918	\$ 160,102	\$ 163,639	5 171,458	\$ 146,979
17	\$ 144,060	\$ 148,958	\$ 150,877	\$ 163,303	5 166,912	5 174,883	<b>\$</b> 149,917
<del></del>	+ 1,1,300	<u> </u>		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	100,010		
					<u></u>	1	<u> </u>

<sup>\*</sup>Since our 2012-13 Transformation,1 employee is on "Grade 8". When promoted or leaves dsl, Grade 8 no longer exists

		ontract - Employee						
2014-15 (2nd 1/		se effective in the						
	100.50%		Steps 3,5,6,7,9	<u>,&amp;12 do not get a</u>	Contractual Inc	rease		
					]	į		
	Elementary Asst.						Secondary	
	Principal/Asst.	1		Elementary	Middle School	High School	School Asst.	
	Director	nator/Director	Principal	Principal	Principal	Principal	Principal *	
Step		Gr <u>ad</u> e 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 8	
	\$ 100,878	\$ 104,075	\$ 107,284	\$ 111,554	\$ 116,893	\$ 123,300	\$ 105,680	
2	\$ 100,878	\$ 104,075	\$ 107,284	\$ 111,554	\$ <u>1</u> 16,893	\$ 123,300	\$ 105,680	
3	\$ 106,241	\$ 109,682	\$ 11 <u>3,</u> 125	\$ 117,698	\$ 123,456	\$ 130,347	\$ 111,403	
4	\$ 106,772	\$ 110,230	\$ 113,691	\$ 118,286	\$ 124,073	\$ 130.999	\$ 111,960	
5	\$ 115,372	\$ 119,169	\$ 122,979	\$ 129,177	S 134,400	\$ 142,008	\$ 121,074	
6	\$ 122,566	\$ 126,662	\$ 130,773	\$ 137,427	\$ 143,102	\$ 151,316	\$ 128,718	
7	\$ 129,881	\$ 134,294	\$ 138,707	\$ 145,816	\$ 151,954	\$ 160,776	\$ 136,500	
8.	\$ 130,530	\$ 134,965	\$ 139,401	\$ 146,545	\$ 152 <u>,</u> 714	\$161,580	\$ 137,180	
9	\$ 133,776	\$ 138,326	\$ 141,484	\$ 151,645	\$ 155,754	\$ 163,994	\$ 139,904	
10	\$ 134,445	\$ 139,018	\$ 142,191	\$ 152,403	\$ 156,533	\$ 164,814	\$ 140,604	
11	\$ 134,445	\$ 139,018	\$ 142,191	\$ 152,403	\$ 156,533	\$ 164,814	\$ 140,604	
12	\$ 141,235	\$ 146,038	\$ 147,918	\$ 160,102	\$ 163,639	\$ 171,458	\$ 146,979	
13	\$ 141,941	\$ 146,76B	\$ 148,658	\$ 160,903	\$ 164,457	\$ 172,315	\$ 147,714	
14	\$ 141,941	\$ 146,768	\$ 148,658	\$ 160,903	\$ 164,457	\$ 172,315	\$ 147,714	
15	·	\$ 146,768	\$ 148,658	\$ 160,903	\$ 164,457	\$ 172,315	\$ 147,714	
16:	,	\$ 146,768	\$ 148,658	\$ 160,903	<b>\$</b> 164,457	\$ 172,315	\$ 147,714	
17	\$ 144,780		\$ 151,631	\$ 164,120	\$ 167,747	\$ 175,757	\$ 150,667	
	Ψ 144,100	Ψ 145,105	Ψ 101,031	W 104,120	ψ (0),/41	# (13/13)	<u>Ψ 130,001</u>	
			<u>i</u>					

<sup>\*</sup>Since our 2012-13 Transformation,1 employee is on "Grade 8". When promoted or leaves dst, Grade 8 no longer exists

		Contract - NEW E	mployees his	ed after 7/1/12	<u> </u>	
14 <u>-15 (1st 1</u>	/2 yr≂ Same sala	ary as 2013-14)		<u> </u>		
<u>1</u> 00.0%						
	Elementary				_	
	Asst.	MS Asst.				
	Principal/Asst.	Principal/Coordi	H.S. Asst.	Elementary	Middle School	High School
	Director	nator/Director	Principal	Principal	Principal	Principal
Step						
	\$100,376	\$103,557	\$106,750	\$110,999	\$116,311	\$122,68
2	\$102,675	\$105,947	\$109,072	\$113,752	\$118,974	\$125,43
3	\$104,974	\$108,336	\$111,395	\$116,505	\$121,637	\$128,18
4	\$107,273	\$110,726	\$113,717	\$119,258	\$124,301	\$130,92
	\$109,573	\$113,115	\$116,040	\$122,010	\$126,964	\$133,67
6	\$111,872	\$115,505	\$118,362	\$124,763	\$129,627	\$136,42
7	\$114,171	\$117,894	\$120,685	\$127,516	\$132,290	\$139,17
8		\$120,284	\$123,007	\$130,269	\$134,953	\$141,91
9	\$118,769	\$122,673	\$125,330	\$133,022	\$137,617	\$144,66
10	\$121,068	\$125,063	\$127,652	\$135,775	\$140,280	\$147,41
11	\$123,368	\$127,452	\$129,975	\$138,527	\$142,943	\$150,15
12	\$125,667	\$129,842	\$132,297	\$141,280	\$145,606	\$152,90
13	\$127,966	\$132,231	\$13 <u>4,620</u>	\$144,033	\$148,270	<b>\$155</b> ,65
14	\$130 <b>,2</b> 65	\$134,621	\$136,942	\$146,786	\$150,9 <u>33</u>	\$15 <u>8</u> ,40
15	\$132,564	\$137,010	\$139 <u>,</u> 265	\$149,539	\$153,5 <u>96</u>	<b>\$16</b> 1,14
16	\$134,863	\$139,400	\$141,587	\$152,292	\$156,259	\$163,89
17	\$137,163	\$141,789	\$143,910	<b>\$15</b> 5,044	\$158,922	\$1 <del>6</del> 6,64
18		<b>\$144,</b> 179_	\$146,232	\$157,797	\$161,586	\$169,38
19	\$141,761	\$146,568	\$14 <mark>8,555</mark>	\$160,550	\$164,249	<b>\$172</b> ,13
20	\$144,060	\$148,958	\$150,877	\$163,30 <u>3</u> _	\$166,912	<b>\$174</b> ,88

2014-15Y2nd 1	1/2 vr = .5% incre	ase effective in the	e 14th Payroll of	the year)	ì l	
100.5%						
	Elementary Asst. Principal/Asst, Director	MS Asst. Principal/Geordi nator/Director	H.S. Asst. Principal	Elementary Principal	Middle School Principal 🛵	High School Principal
Step						·
1	\$100,878	\$104,075	\$107,284	\$111,554	\$116,893	\$123,300
2	\$103,188	\$106,477	(\$109,617)	<u>\$114,321</u>	\$119,569	\$126,061
3	\$105,499	\$108,878	\$111,952	\$117,088	\$122,245	\$128,822
4	\$107,809	\$111,280	\$114,286	\$119,854	\$124,923	\$131,583
5	\$110,121	\$113,681	\$116,620	\$122,620	\$127,599	\$134,344
6	\$112,431	\$116,083	<b>\$</b> 118,954	\$125,387	\$130,275	\$137,105
7	\$114,742	\$118,483	\$121,288	\$128,154	\$132,951	\$139,866
8	\$117,052	\$120,885	\$123,622	\$130,920	\$135,628	\$142,627
9	\$119,363	\$123,286	\$125,957	\$133,687	\$138,305	\$145,387
10	\$121,673	\$125,688	\$128,290	\$136,454	<b>\$1</b> 40,981	<u>\$148,148</u>
11	\$123,985	\$128,089	\$130,625	\$139,220	\$143,658	\$150,910
12	\$126,295	<b>\$130,491</b>	\$132,958	\$141,986	\$146,334	\$153,671
13	\$128,606	\$132,892	\$135,293	\$144,753	\$149,011	\$156,431
14	\$130,916	\$135,294	<u>\$1</u> 37,62 <u>7</u>	\$147,520	\$151,688	\$159,192
15	\$133,227	\$137,695	\$139,961	\$150,287	\$154,364	\$1 <u>61</u> ,953
16	\$135,537	\$140,097	\$14 <u>2,29</u> 5	\$153,053	<b>\$</b> 157,040	<b>\$</b> 164, <b>7</b> 13
17	\$137,849	<b>\$142,498</b>	\$144,630	<b>\$1</b> 55,819	<b>\$1</b> 59, <b>7</b> 17	\$167,475
18	\$140,159	\$144,900	\$146,963	\$158,586	\$162,394	\$170,236
19	\$142,470	<b>\$1</b> 47,301	\$149,298	\$161,353	\$165,070	\$172,997
	\$144,780	\$149,703	\$151,631	\$164,120	\$167,747	\$175,757

# Appendix B

100.50% mentary st. ncipal/Asst. ector Grade 1 101,382 101,382 106,241	MS Asst. Principal/Coor dinator/Direct or Grade 2 \$ 104,595	H.S. Princ		9,&12	2 do not gel					Seco	ondary
st. ncipal/Asst. ector Grade 1 101,382	Principal/Coor dinator/Direct or Grade 2	H.S. Princ	cipal	1	-	Mid				Seco	ndary
st. ncipal/Asst. ector Grade 1 101,382	Principal/Coor dinator/Direct or Grade 2	H.S. Princ	cipal	1	-	Mid		   		Seco	ndary
ncipal/Asst. ector Grade 1 101,382	dinator/Direct or Grade 2	H.S. Princ	cipal	1	-	Mid		<i>.</i>		Seco	indary
Grade 1 101,382 101,382	or Grade 2	Princ	cipal	1	-	Mid					,
Grade 1 101,382 101,382	Grade 2	(		Prin		I ALICH	die School	High	n School	Scho	ol Asst.
101,382 101,382			rade 3		ncipal	Prin	cipal	Prin	cipal	Princ	ipal *
101,382	\$ 104,595	1	naue 3		Grade 4		Grade 5	(	Grade 6		Grade 8
		\$	107,820	\$	112,112	\$	117,477	\$	123,917	\$	106,20
106 241	\$ 104,595	\$	(07,820	\\$	112,112	\$	117,477	\$	123,917	\$	106,20
(00,24)	\$ 109,682	\$	113,125	\$	117,698	\$	123,456	\$	130,347	\$	111,40
107,306	\$ 110,782	\$	114,259	\$	118,878	\$	124,694	\$	131,654	\$	112,52
115,372	\$ 119,169	\$	122,979	\$	129,177	\$	134,400	\$	142,008	\$	121,07
122,566	\$ 126,662	\$	130,773	\$	137,427	<del>(\$</del>	143,102	\$	151, <u>31</u> 6	\$	128,71
129,881	\$ 134,294		13 <u>8,</u> 707	\$	145,816	\$	151,954	\$	160,776	\$	136,50
131,183		_	140,098	\$		\$	153,477	\$	162,388	\$	137,86
133,776			141,484	\$		\$	155,754	\$	163,994	\$	139,90
		<b>\$</b> 1		\$		\$	15 <mark>7,315</mark>	\$	165,638	\$	141,30
135,117	\$ 139,713	\$	142,902	\$	153,165	\$	157,315	\$	165,638	\$	141,30
141,235	\$ 146,038	\$	147,918	\$	160,102	\$	163,639	\$	171,458	5	146,97
142,651	\$ 147,502	\$	149,401	\$	161,707	\$	165,279	\$	173,177	\$	148,45
142,651	\$ 147,502	\$	149,401	\$	161,707	\$	165,279	\$	173,177	\$	148,45
142,651	\$ 147,502	\$	149,401	\$	161,707	\$	165,279	<b>\$</b>	173,177	\$	148,45
142,651	\$ 147,502	\$	149,401	\$	161,707	\$	165,279	\$	173,177	\$	148,45
145,504	\$ 150,451	\$	152,390	\$	164,940	\$	168,585	\$	176,636	\$	151,42
	122,566 129,881 131,183 133,776 135,117 135,117 141,235 142,651 142,651 142,651	122,566     \$ 126,662       129,881     \$ 134,294       131,183     \$ 135,640       133,776     \$ 138,326       135,117     \$ 139,713       135,117     \$ 139,713       141,235     \$ 146,038       142,651     \$ 147,502       142,651     \$ 147,502       142,651     \$ 147,502       142,651     \$ 147,502       142,651     \$ 147,502	122,566     \$ 126,662     \$       129,881     \$ 134,294     \$       131,183     \$ 135,640     \$       133,776     \$ 138,326     \$       135,117     \$ 139,713     \$       135,117     \$ 139,713     \$       141,235     \$ 146,038     \$       142,651     \$ 147,502     \$       142,651     \$ 147,502     \$       142,651     \$ 147,502     \$       142,651     \$ 147,502     \$       142,651     \$ 147,502     \$	122,566       \$ 126,662       \$ 130,773         129,881       \$ 134,294       \$ 138,707         131,183       \$ 135,640       \$ 140,098         133,776       \$ 138,326       \$ 141,484         135,117       \$ 139,713       \$ 142,902         135,117       \$ 139,713       \$ 142,902         141,235       \$ 146,038       \$ 147,918         142,651       \$ 147,502       \$ 149,401         142,651       \$ 147,502       \$ 149,401         142,651       \$ 147,502       \$ 149,401         142,651       \$ 147,502       \$ 149,401         142,651       \$ 147,502       \$ 149,401	122,566       \$ 126,662       \$ 130,773       \$         129,881       \$ 134,294       \$ 138,707       \$         131,183       \$ 135,640       \$ 140,098       \$         133,776       \$ 138,326       \$ 141,484       \$         135,117       \$ 139,713       \$ 142,902       \$         135,117       \$ 139,713       \$ 142,902       \$         141,235       \$ 146,038       \$ 147,918       \$         142,651       \$ 147,502       \$ 149,401       \$         142,651       \$ 147,502       \$ 149,401       \$         142,651       \$ 147,502       \$ 149,401       \$         142,651       \$ 147,502       \$ 149,401       \$         142,651       \$ 147,502       \$ 149,401       \$	122,566       \$ 126,662       \$ 130,773       \$ 137,427         129,881       \$ 134,294       \$ 138,707       \$ 145,816         131,183       \$ 135,640       \$ 140,098       \$ 147,278         133,776       \$ 138,326       \$ 141,484       \$ 151,645         135,117       \$ 139,713       \$ 142,902       \$ 153,165         135,117       \$ 139,713       \$ 142,902       \$ 153,165         141,235       \$ 146,038       \$ 147,918       \$ 160,102         142,651       \$ 147,502       \$ 149,401       \$ 161,707         142,651       \$ 147,502       \$ 149,401       \$ 161,707         142,651       \$ 147,502       \$ 149,401       \$ 161,707         142,651       \$ 147,502       \$ 149,401       \$ 161,707         142,651       \$ 147,502       \$ 149,401       \$ 161,707	122,566       \$ 126,662       \$ 130,773       \$ 137,427       \$         129,881       \$ 134,294       \$ 138,707       \$ 145,816       \$         131,183       \$ 135,640       \$ 140,098       \$ 147,278       \$         133,776       \$ 138,326       \$ 141,484       \$ 151,645       \$         135,117       \$ 139,713       \$ 142,902       \$ 153,165       \$         135,117       \$ 139,713       \$ 142,902       \$ 153,165       \$         141,235       \$ 146,038       \$ 147,918       \$ 160,102       \$         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$	122,566       \$ 126,662       \$ 130,773       \$ 137,427       \$ 143,102         129,881       \$ 134,294       \$ 138,707       \$ 145,816       \$ 151,954         131,183       \$ 135,640       \$ 140,098       \$ 147,278       \$ 153,477         133,776       \$ 138,326       \$ 141,484       \$ 151,645       \$ 155,754         135,117       \$ 139,713       \$ 142,902       \$ 153,165       \$ 157,315         135,117       \$ 139,713       \$ 142,902       \$ 153,165       \$ 157,315         141,235       \$ 146,038       \$ 147,918       \$ 160,102       \$ 163,639         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279	122,566       \$ 126,662       \$ 130,773       \$ 137,427       \$ 143,102       \$ 129,881       \$ 134,294       \$ 138,707       \$ 145,816       \$ 151,954       \$ 131,183       \$ 135,640       \$ 140,098       \$ 147,278       \$ 153,477       \$ 133,776       \$ 138,326       \$ 141,484       \$ 151,645       \$ 155,754       \$ 135,117       \$ 139,713       \$ 142,902       \$ 153,165       \$ 157,315       \$ 135,117       \$ 139,713       \$ 142,902       \$ 153,165       \$ 157,315       \$ 141,235       \$ 146,038       \$ 147,918       \$ 160,102       \$ 163,639       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 142,651	115,372       \$ 119,169       \$ 122,979       \$ 129,177       \$ 134,400       \$ 142,008         122,566       \$ 126,662       \$ 130,773       \$ 137,427       \$ 143,102       \$ 161,316         129,881       \$ 134,294       \$ 138,707       \$ 145,816       \$ 151,954       \$ 160,776         131,183       \$ 135,640       \$ 140,098       \$ 147,278       \$ 153,477       \$ 162,388         133,776       \$ 138,326       \$ 141,484       \$ 151,645       \$ 155,754       \$ 163,994         135,117       \$ 139,713       \$ 142,902       \$ 153,165       \$ 157,315       \$ 165,638         135,117       \$ 139,713       \$ 142,902       \$ 153,165       \$ 157,315       \$ 165,638         141,235       \$ 146,038       \$ 147,918       \$ 160,102       \$ 163,639       \$ 171,458         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 173,177         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 173,177         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 173,177         142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 173,177	115,372       \$ 119,169       \$ 122,979       \$ 129,177       \$ 134,400       \$ 142,008       \$ 122,566       \$ 126,662       \$ 130,773       \$ 137,427       \$ 143,102       \$ 161,316       \$ 129,881       \$ 134,294       \$ 138,707       \$ 145,816       \$ 151,954       \$ 160,776       \$ 131,183       \$ 135,640       \$ 140,098       \$ 147,278       \$ 153,477       \$ 162,388       \$ 133,776       \$ 138,326       \$ 141,484       \$ 151,645       \$ 155,754       \$ 163,994       \$ 135,117       \$ 139,713       \$ 142,902       \$ 153,165       \$ 157,315       \$ 165,638       \$ 135,117       \$ 139,713       \$ 142,902       \$ 153,165       \$ 157,315       \$ 165,638       \$ 141,235       \$ 146,038       \$ 147,918       \$ 160,102       \$ 163,639       \$ 171,458       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 173,177       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 173,177       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 173,177       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 173,177       \$ 142,651       \$ 147,502       \$ 149,401       \$ 161,707       \$ 165,279       \$ 173,177       \$ 142,651       \$ 147,502       \$ 149,401

<sup>\*</sup>Since our 2012-13 Transformation 1 employee is on "Grade 8". When promoted or leaves dst, Grade inc longer exists

75-1 <b>8</b> (.5% ind	crease effective	on the 14th Payro	ll of the year)			
100.5%						
	Elementary					
[	Asst.	MS Asst.	!			
i	Principal/Asst.	Principal/Coordi	H.S. Asst.	Elementary	Middle School	High S
	Director	nator/Director	Principal	Principal	Principal	Princ
Step				,		
1	\$101,382	\$104,595	\$107,820	\$112,112	\$117,477	\$12
2	\$103,704	\$107,009	\$110,165	\$114,892	\$120,167	\$12
3	\$106,026	\$109,422	<b>\$112</b> ,512	<b>\$1</b> 17,673	\$122,856	\$12
4	\$108,348	\$111,836	\$114,857	\$120,454	\$125,547	\$13
5.	\$110,671	\$114,249	\$117,203	\$123,233	\$128,237	\$13
6	<b>\$1</b> 12,994	\$116,663	\$119,549	\$126,014	\$130,927	\$13
7	<b>\$1</b> 15,316	\$119,076	<b>\$1</b> 21,895	\$128,794	<b>\$133</b> ,616	\$14
8	\$117,638	\$121,490	\$124,240	<b>\$1</b> 31,575	\$136,306	\$14
9	\$119,960	\$123,903	\$126,586	<b>\$1</b> 34,356	\$138,997	\$14
10	\$122,282	\$126,317	\$128,932	\$137,136	\$141,686	\$ <u>14</u>
11	\$124,605	\$128,730	<b>\$</b> 13 <u>1,278</u>	<b>\$1</b> 39,916	\$144,376	\$15
12	<b>\$</b> 126,927	\$131,144	<b>\$</b> 133,623	\$142,696	<b>\$1</b> 47,066	\$15
13	\$129,249	\$133,557	\$135,970	<b>\$145</b> ,477	\$149,756	\$15
14	<b>\$131,571</b>	\$135,971	\$138,315	\$148,258	\$152,446	\$15
15	\$133,893	\$138,384	<b>\$1</b> 40,661	\$151,038	<b>\$155,136</b>	\$16
16	<b>\$1</b> 36,215	\$140,797	\$143,005	\$153,819	<b>\$1</b> 57,825	\$16
17	\$138,538	\$143,210	<b>\$1</b> 45,353	<b>\$15</b> 6,598	\$160,515	\$16
18	\$140,860	\$145, <b>624</b>	\$147,698	\$159,379	\$163,206	\$17
19 20	\$143,182 \$145,504	\$148,037 \$150,451	\$150,044 \$152,390	\$162,160 \$164,940	\$165,896 \$168,585	\$17 \$17

# Appendix C

			nployees hired		2		
20 <u>16-17 (</u> .5%			h Payroll of the				
<u>-</u>	100.50%		Steps 3,5,6,7,5	9.812 do not	get a Contracti	Jal Increase	
	i					_	
	Elementary	MS Asst.	_				
	Asst	Principal/Coo.			Middle		Secondary
	Principal/Ass	rdinator/Direc	H.S. Asst.	Elementary	School	High School	School Asst.
	t. Director	tor	Principal	Principal	Principal	Principal	Principal *
Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 8
1	101,889	<b>105</b> ,118	108,359	112,672	118,064	124,537	106,739
2	101,889	105,118	108,359	112,672	118,064	124,537	106,739
3	105,241	109,682	113,125	117.698	123,456	130,347	111,403
4	107,843	111,335	114,830	119,472	125,317	132,312	113,082
5	115,372	119,169	122,979	129,177	134,400	142,00B	121,074
6	122,566	126,662	130,773	137,427	143,102	151,316	128,718
7	129,881	134,294	138,707	145,816	151,954	<b>160,7</b> 76	136,500
8	131,839	136,318	140,798	148,014	154,245	163,200	138,558
9	133,776	138,326	141,484	151,645	155,754	163,994	139,904
10	1 <b>35,79</b> 3	140,411	143,617	153,931	158,102	166,466	142,013
11	135,793	140,411	143,617	153,931	158,102	166,466	<b>142</b> ,013
12	141,235	146,038	147,918	160,102	163,639	171,45B	146,979
13	143,364	148,240	150,148	162,516	166,106	174,043	149,195
14	143,364	148,240	150,148	162,516	166,106	174,043	149,195
15	143,364	148,240	150,148	162,516	166,106	174,043	149,195
16	143,364	148,240	150,148	162,516	166,106	174,043	149,195
17	146,232	151,204	153,151	165,765	169,428	177,519	152,177
+0:	0.10 T			ala Oil IAB			0 1

<sup>\*</sup>Since our 2012-13 Transformation,1 employee is on "Grade 8". When promoted or leaves dst, Grade 8 no longer exists

6-17 (.5% incr	ease effective on	the 14th Payroll o	of the year)			ĺ
100.5%						
	Elementary	MS Asst.				
	Asst.	Principal/Coor			Middle	!
	Principal/Asst.	dinator/Directo	H.S. Asst.	Elementary	School	l High Schoo
	Director		Principal	Principal	Principal	Principal
Step			<u>'</u>	, <u> </u>	<u> </u>	,
٠, ١	\$101,889	\$105,118	\$108,359	\$112,672	\$118,064	\$124,53
2	\$104,223	\$107,544	\$110,716	\$115,467	\$120,768	\$127,32
3	\$106,556	\$109,969	\$113,074	\$118,261	\$123,471	\$130,11
4	\$108,890	\$112,395	\$115,431	\$121,056	\$126,175	\$132,90
5	\$111,225	\$114,820	\$117,789	\$123,849	\$128,878	\$135,69
6	\$113,558	\$117,246	\$120,146	\$126,644	\$131,581	\$138,48
7	\$115,892	\$119,671	\$122,504	\$129,438	\$134,284	\$141,26
8	\$118,226	\$122,097	5124,861	\$132,233	\$136,987	\$144,05
9	\$120,559	\$124,522	\$127,219	\$135,027	\$139,692	\$146,84
10	\$122,893	\$126,948	\$129,576	\$137,822	\$142,395	\$149,63
11	\$125,228	\$129,373	\$131,934	\$140,615	\$145,098	\$152,42
12	\$127,561	\$131,799	\$134,291	\$143,41C	\$147,801	\$155,21
13	\$1 <b>29,89</b> 5	\$134,224	\$136,649	\$146,204	\$150,505	\$157,99
14	\$132,229	\$136,650	\$139,006	\$148,999	\$153,208	\$160,78
15	\$134,562	\$139,075	\$141,364	<b>\$1</b> 51,793	\$155,911	\$163,576
16	\$136,896	\$141,501	\$143,721	<b>\$1</b> 54,588	\$158,615	\$166,36
17	\$139,231	\$143,926	\$146,079	\$157,381	\$161,318	\$169,15
18	\$141,564	\$146,353	\$148,436	\$160,176	\$164,022	\$171,94
19	\$143,898	\$148,778	\$150,794	\$162,970	\$166,725	\$174,73
20	\$146,232	\$151,204	\$153,151	\$165,765	\$169,428	\$177,51

# Appendix D

# SIDE LETTER OF A GREEMENT

It is agreed by and between the Haverstraw-Stony Point (North Rockland) Central School District and the North Rockland Administrators' Association (Association) as follows:

1. The following positions shall change from an ill-month work schedule to a 12-month work schedule:

Assistant Director for Special Services Director of ESL and Bilingual Services Director of Special Services Director of Technology

2. Effective July 1, 2012, Tim Roberson, Miguelina Lopez, Mari Rendich and Sue Tomko shall be placed on the Salary Grade Schedule as follows:

Tim Roberson -Grade 2, Step 11 (i.e., \$138,326) Miguelina Lopez -Grade 5, Step 11 (i.e., \$155,754) Mari Rendich -Grade 5, Step 10 (i.e., \$155,754) Sue Tomko -Grade 5, Step 8 (i.e., \$151,954)

3. This Agreement is subject to Board approval.

Dated: June 19, 2012

North Rockland Central School District

North Rockland Administrators

# Appendix E

#### Stipulation of Settlement

WHEREAS, as part of the District's restructuring efforts, the parties desire to make a clear and concise seniority list that accurately reflects the tenure areas of Administrators.

THEREFORE, it is hereby agreed by and between the North Rockland Central School District (the "District") and the North Rockland Administrators" Association (the "Administrators"), as follows:

- 1 For Principals, there shall be two (2) tenure areas: Elementary and Secondary. Elementary shall be defined as grades Pre-K through 6. Secondary shall be defined as grades 7 through 12.
- For Assistant Principals, there shall be two (2) tenure areas: Elementary and Secondary
  Elementary shall be defined as grades Pre-K through 6. Secondary shall be defined as
  grades 7 through 12.
- 3 Any Full-time Principal or Assistant Principal shall, through Jone 10, 2012, receive seniority credit in the tenure area to which he/she devoted and/or devotes a substantial portion of his/her time (i.e., 40% or more), even if he/she was not appointed to that tenure area
- 4. Any Full-time Principal or Assistant Principal shall, through June 30, 2012, receive seniority credit in the tenure area to which he/she was appointed, even if he/she did not work a substantial portion of his/her time (i.e., 40% or more) in that tenure area
- 5. Effective July 1, 2012, Full-time Principals and Assistant Principals shall only receive seniority credit in the lenure area(s) to which they devote a substantial portion of their time (i.e., 40% or more), even if the tenure area to which they were appointed is different. Full-Time Principals and Assistant Principals shall retain seniority credit in any tenure area in which they had previously served (i.e., the tenure area in which they devoted a substantial portion of their time or the tenure area to which they were appointed), but shall not continue to accrue seniority credit in any tenure area that they do not devote a substantial portion of their time (i.e., 40% or more) as of July 1, 2012.
- 6. Upon the Board's approval of this Agreement, a Principal's or Assistant Principal's tenure area shall be considered the one to which he/she is assigned as of July 1, 2012, and the District shall continue to maintain the right to reassign Principals and Assistant Principals within their tenure area(s).
- 7. Attached hereto as Appendix "A" is a list of all currently employed Secondary and Elementary Principals and Assistant Principals, who are impacted by the revision of the seniority list, and the seniority credit that they were given since the commencement of their employment with the District. Those individuals on Appendix "A" who have completed a minimum of three (3) years of service in the Elementary area shall attain tenure in that tenure area. Attached hereto as Appendix "B" is a new seniority list for all administrators.
- 8 As the Administrators' CBA has different salary grades for Elementary, Middle School, Secondary School or High School Principals and Assistant Principals, all Full-time Principals and Assistant Principals employed by the District as of the effective date of

this Agreement shall remain on the salary grade to which they were appointed (i.e., Elementary, Middle School, Secondary School or High School) unless their new tenure area of assignment in a future school year provides for a greater salary. In such event, the Principal or Assistant Principal shall be placed on the higher salary grade (e.g., MS Asst. Principal) to High School Asst. Principal). Full-time Principals and Assistants Principals will continue to receive step movement within their salary grade. However, new administrators hired after the effective date of this Agreement, and employees hired as of the effective date of this Agreement who accept a voluntary transfer, will be placed on the appropriate salary grade.

- 9. The salary grade for Principals and Assistant Principals shall be defined as follows: (1) the Elementary salary grade shall include Pre-K through 6; (2) the Middle School salary grade shall include 7 through 8; and (3) the High School salary grade shall include 9 through 12. The Secondary salary grade shall apply to those administrators currently at Fieldstone Secondary School who will not be voluntarily transferred to a new assignment.
- 10. In the event that a Full-time Principal or Assistant Principal works in more than one salary grade (i.e., Elementery, Middle School, Secondary School or High School), he/she shall receive a blended rate which shall be proportionate to the assignment. However, for employees hired prior to the effective date of this Agreement, under no circumstance shall their base salary be less than the salary grade they would have otherwise been entitled to in the 2011-2012 school year.
- 11. The parties agree that during the negotiations of the successor contract, they will revisit the salary grade schedule.

12 This Agreement is subject to Board approval.

Dated January 10, 2012

North Rockland Central School District

North Rockland Administrators' Ass'n

North Rockland Auministrators' Ass'r

North Rockland Administrators' Ass'n

North Rockland Administrators' Ass'r.