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AD1/6050

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
AND
ROCKVILLE CENTRE
ADMINISTRATORS'
ASSOCIATION

FOR THE PERIOD
COVERING
JULY 1, 1996 - JUNE 30, 2008

RECEIVED

APR 16 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

16

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AGREEMENT dated the day of , between the Rockville Centre Union Free School District, herinafter called the “District” and the Rockville Centre Administrators’ Association, hereinafter called the “Association.”

RECOGNITION

The District hereby recognizes the Association as the exclusive bargaining representative for the following administrative and supervisory positions: Principals, Assistant Principals, Assistants to the Principals, Deans, Directors and other employees performing substantially similar functions regardless of the title given to such job function.

I

DURATION OF AGREEMENT

- A) The Agreement shall be effective as of July 1, 1996 and shall continue in effect until June 30, 2008.
- B) The Agreement represents the entire understanding of the parties and cannot be modified by any verbal understandings. In the event any provision of this Agreement is declared invalid, it shall be of no force and effect. If a change in the Agreement is required by law, or if any extraordinary or unusual circumstances occur before the Board makes any changes in the terms and conditions of employment not covered by this Agreement, the parties will negotiate the same in good faith; and if successful, incorporate it into the Agreement. However, all remaining provisions shall continue.

II

NO STRIKE CLAUSE

The Association, through its officers, agrees to comply with the provisions of Section 210, Article 14 of the Civil Service Law and affirms that it does not assert the right to strike against any government, to assist or participate in any strike, or to impose an obligation to conduct, assist or participate in any strike.

III

EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A) As soon as reasonably possible, the District shall furnish to the Association, prior to release to the general public all such information that the Board intends to make public concerning financial and budgetary matters of the School District, which may affect terms and conditions of employment.
- B) The District shall, whenever possible, and to the extent that same shall affect terms and conditions of employment, advise the Association of any new or modified fiscal, budgetary or tax program, or major revisions of educational policy, which are under consideration, and the Association shall be given a reasonable time within which to consult with the District with respect to said matters prior to their

adoption or general publication all without impairing or diminishing the statutory authority of the Board.

- C) All personnel in the bargaining unit shall have the right to use their offices or building facilities (but no other personnel) for the affairs of the Association without prior approval, providing it does not interfere with normal school operations or detract from the discharge of the obligations of the employment of any member of the bargaining unit.
- D) The District shall provide and Principals shall maintain current copies of the Board's Policy and Procedure Manual.
- E) Unit members may continue to authorize the deduction of membership dues, such amounts to be deducted equally from each salary payment made to the unit member, beginning on October 1st of each year.

IV

SCHOOL CALENDAR

- A) The District shall prepare a calendar for each school year of the written Agreement, and shall submit the same to the Association President prior to the Superintendent's recommendation on its adoption to the Board.
- B) The period of employment for the various members of the bargaining unit shall be set forth in Addendum "A" annexed hereto.
- C) Additional Work – Bargaining unit members required by the Superintendent of Schools to work additional days beyond the work year established by contract shall be compensated at the per diem rate of \$400 per extra day worked, not to exceed five (5) days during each school year. For the 2004/2005 school year this additional per diem compensation earned in the 2003/2004 school year will be added to the unit member's base salary before any other increase. For the 2005/2006 school year, this additional per diem compensation earned in the 2004/2005 school year will be added to the unit member's base salary before any other increase. For the 2006/07 school year this additional per diem compensation earned in the 2005/06 school year will be added to the unit member's base salary before any other increase. For the 2007/08 school year this additional per diem compensation earned in the 2006/07 school year will be added to the unit member's base salary before any other increase. As of June 30, 2008 payment for additional days worked will no longer become a part of their base salary.

Should the need for additional days be denied by the Superintendent, the administrator has the right to have the ASSOCIATION appeal the decision to the Superintendent.

- D) In addition, the Superintendent at his discretion may extend the work year of any employee within the unit beyond that specified in Addendum "A" provided that written notice of such extension is made no later than January 1st of the school year in which the extension will be in effect, except in emergencies.

Compensation for such extended work year will be on a daily rate basis, as defined by Section 3101 of the Education Law (1/200th of a ten month salary).

V

GENERAL EMPLOYMENT PROVISIONS

- 1) All employees and programs within a school building shall function under the general administration and supervision of the building principal. All central office practices that affect such school building employees and programs shall be developed after consultation with the building principals involved.
- 2) The District and the Association subscribe to the principle that open and effective communication is a crucial tool in the process of successful administration of a school district.
 - A) To that end, both parties agree to endeavor:
 - 1) To exchange information regarding substantive matters between community members and the Board of Education, the Central Administration and the members of the Association. In achieving the foregoing, both parties agree that the provision of information should be made directly to the person(s) most directly involved.
 - 2) To involve one another in the timely consideration of concerns regarding matters that directly affect the duties, responsibilities and authority of building administrators.
 - B) In furtherance of the foregoing, the Board recognizes the role of Administrators as members of the management team and agrees to receive and consider their concerns and suggestions with respect to contract negotiations with all employee groups whom the Administrators supervise and whose contract they must enforce.
 - 1) At least one Administrator will sit as a member of the District's bargaining team in all collective negotiations with it's Office Staff, Nurses, CSEA, Teacher Aide and Teacher bargaining units. The President of the Association and the Superintendent of Schools shall confer regarding the selection of an appropriate participant (s) in aforesaid negotiations.
 - 2) The District will provide the Association with a letter indicating that participation in each negotiation shall not be utilized in any proceeding brought by the District seeking the designation of an Administrator/participant as a managerial and/or confidential employee under the "Taylor Law."

VI

SALARY

Salary for 2004/05 for each member of the unit shall be the base salary for 2003/04 plus any additional compensation earned as per paragraph IV C of this contract increased by 3.50%.

Salary for 2005/06 for each member of the unit shall be the base salary for 2004/05 plus any additional compensation earned as per paragraph IV C of this contract increased by 3.50%.

Salary for 2006/07 for each member of the unit shall be the base salary for 2005/06 plus any additional compensation earned as per paragraph IV C of this contract increased by 3.50%.

Salary for 2007/2008 for each member of the unit shall be the base salary for 2006/07 plus any additional compensation earned as per paragraph IV C of this contract increased by 3.50%.

It is understood that the Performance Based Compensation Program will remain as part of the contract, but will not be funded or operative for the life of the new contract.

In addition to the above, an annual payment of \$1,800 will be made to those administrators holding a doctorate.

VII

PROFESSIONAL IMPROVEMENT

As per Addendum B, each member of this unit must develop, annually with the Superintendent of Schools, a professional growth program. Any cost of this program will be paid by the School District.

Each fiscal year, \$22,500 will be set aside for PIPC reimbursement for administrators.

If the entire \$22,500 is not consumed in a single year, the residual funds will not be carried forward.

If the cap in any single year is exceeded by requests from administrators, the money in that fiscal year will be pro-rated, priority first being for payment for conferences, then educational expenses. Educational expenses can be carried forward from one year to the next when partial reimbursement occurs until the entire sum has been reimbursed to the administrator.

The individual cap in any fiscal year will be \$3,000 per individual.

From time to time, the school district may require an administrator to attend a conference and represent the district on its behalf. Under these circumstances, the reimbursement will not be part of the \$22,500.

VIII

EMPLOYEE PROTECTION

- A) Any case of assault upon a unit member shall be promptly reported to the Superintendent or his/her designated representative. The Board will provide legal counsel to advise the unit member of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the unit member in connection with handling the incident by law enforcement and judicial authorities. The District, however, shall have no obligation to pay for any employee's counsel's fees in connection with any litigation initiated by such employee. Furthermore, should such employee interpose counterclaims in any action covered by this paragraph, legal fees in connection with such counterclaim shall be borne by the employee. Nothing herein contained shall be deemed to constitute a waiver of any rights by an administrator granted under the Education or Public Officers Law.**
- B) In the event that anyone should sue or initiate a suit against any member of the Association for any action taken by a member in the performance of his/her duties the District will provide the member with full legal counsel as required by law.**
- C) In the event that any complaint against a unit member is readily disposed of by the Office of the Superintendent, the latter shall advise said unit member as to the substance of the complaint and its disposition. Upon request of said unit member, said advice shall be reduced to writing by the Superintendent. Any complaint against a unit member, which is not readily disposed of by the Office of the Superintendent, shall be referred promptly to the unit member involved. At his/her request, the Superintendent will use his/her best efforts to arrange a conference between the complainant and the unit member. If, after the conference, the matter remains unresolved, the Superintendent will attempt to arrange a further conference among the complainant, the unit member involved, a representative of the Association, and at which the Superintendent will also be present.**
- D) Time lost by a unit member in connection with any incident mentioned in this Article shall not be charged against a unit member.**
- E) The District shall reimburse an administrator:**
 - 1) To the extent of the District's insurance policy for any loss, damage, destruction, or theft of personal property related to his/her employment while on duty in the school or on school premises.**
 - 2) For the cost of replacing denture, eyeglasses, hearing aids or similar body appurtenances not covered by worker's compensation, which are damaged, destroyed or lost as a result of an accident in the course of a unit member's employment, provided the loss is not caused by the negligence of the unit member.**

- 3) For the cost of the repair or value, whichever is less, but in no event more than \$400, of clothing and personal effects which are damaged or destroyed as a result of an accident in the course of a unit member's employment, provided the loss is not caused by the negligence of the unit member.
 - 4) For the deductible paid by the administrator under his/her automobile collision/comprehensive insurance coverage for damage to his/her motor vehicle while the same is on the premises of the School District. Excepted from the foregoing is damage to the administrator's motor vehicle arising from the administrator's negligence, or damage arising while the vehicle is in operation.
- F) The Board will not terminate any existing administrative position currently occupied by a member of the Association without first notifying the Association of its intention, and thereafter, consulting with the Association regarding the advisability of such termination. Nothing contained in this paragraph will diminish the Board's right to terminate such existing administrative position after consulting with the Association.
- G) No material derogatory to an Association member's conduct, service, character, or personality will be placed in his/her personnel file unless he/she has had an opportunity to review the material. The unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, and with the express understanding that such signature in no way indicates agreement with the contents thereof.

IX

INSURANCE BENEFITS

- A) The Board of education shall provide health insurance coverage to unit members in accordance with terms set forth below. Regardless of the health plan provided, effective July 1, 1998 each unit member shall contribute 10% of the premium cost for individual and family coverage and retired employees will continue to pay 10% of the cost of the plan premium. Retired employees whose gross income falls below that income that would make them eligible for the senior citizen property tax exemption as established by Nassau County will be exempt from paying the 10% cost of the plan premium.

The Rockville Centre Administrators' Association will agree to allow the Administration to pursue alternative health insurance programs under the following conditions:

- 1) Employee representation on benefit committees and all other administrative committees must be equal to administration representation. Votes of any trust committee or benefit committee must be by two-thirds majority.
- 2) Any plan considered by the district must have benefits equivalent to the Empire Plan as it existed on September 1, 1988.

- 3) Any health plan considered by the District must be presented to the Administrators' Association for independent analysis and approval in advance of implementation.
- 4) The administration agrees to continue to provide health insurance coverage for retirees in the same program as is provided for active employees. The District agrees to acknowledge the Rockville Centre Administrators' Association as the agent for the retirees with regard to any disputes, complaints, controversies or grievances that arise in violation of this health insurance provision other than disputes over benefit structure.
- 5) Active unit members shall have the option to withdraw from the health insurance program. Active unit members who exercise this option must notify the District in writing by August 1st and shall receive a check in June for a lump sum payment equal to 50% of the premium the District would have paid on their behalf.

Active unit members shall have the right to reenter the insurance plan provided the unit member gives the District at least a thirty (30) calendar day written notice of reentry into the insurance plan.

Effective July 23, 2002, domestic partners of unit members shall be eligible to receive health insurance coverage, consistent with the terms and conditions set forth in this Article, subject to the following terms:

- 1) Said unit members and their domestic partners must comply with and fulfill the eligibility requirements for domestic partner coverage as mandated by the New York State Health Insurance Program and the Employee Benefits Division of the New York State Department of Civil Service; and
 - 2) Both parties acknowledge and agree that said coverage shall be provided pursuant to and consistent with the rules and regulations of the New York State Health Insurance Program and the Employee Benefits Division of the New York State Department of Civil Service; and
 - 3) To the extent that there are tax consequences for either party in connection with the extension of said coverage to domestic partners, the Rockville Centre Administrators' Association agrees to indemnify and hold the District harmless for any taxes, penalties and reasonable and necessary attorney's fees arising from the extension of said coverage, including any costs associated with the enforcement of this indemnification provision, should such enforcement measures become necessary.
- B) Tax-sheltered annuities shall continue to be available to members, by resolution of the Board except that said resolution may be amended limiting participation to the companies currently being used. New members, however, may continue with an annuity previously contracted elsewhere.
- C) The District shall contribute the sum of \$19,500 for the 1996/97 school year in the aggregate for the Group Life Insurance Program, the Individual Coverage Dental Program set forth below and a disability benefit. Effective July 1, 1997, the District

shall contribute the annual sum of \$18,000 to the Benefit Trust Fund. Said sum shall be adjusted and pro-rated each year based upon a change in the number of unit members beyond the fourteen (14) full time unit members employed during the school year 1997/98. Effective July 1, 2002, the district shall contribute the annual sum of \$1,500 per unit member to the Benefit Trust Fund. If a member of the unit works for less than a full school year the \$1,500 will be pro-rated based upon time served during the school year. This annual contribution shall measure the full extent of the district's liability or responsibility to said programs.

- 1) The aforesaid annual contribution shall first be applied to the purchase for each eligible member of a group life insurance policy. All dividends or refunds paid upon said policy shall be remitted to the District and become its sole property.
- 2) The balance of the aforesaid annual contribution ("the Annual Balance") shall be applied to the operation and administration by the Association of its own individual coverage dental program and to the purchase of a disability plan. Those programs shall be operated and administered by the Association in a responsible and equitable manner with appropriate provision for verification of claims. At its sole option, the District may audit the Association's records relating to the verification of claims.
- 3) Payment by the District to the Association, as limited by the foregoing, shall be made as follows:
 - a) For the Group Life Insurance Program, within 30 days after submission of the insurance carrier's premium notice.
 - b) For the Disability Plan, within 30 days after submission of the insurance carrier's premium notice.
 - c) For the Dental Program, on or about January of each year upon presentation of a requisition for the amount necessary to pay the amount of approved claims for the preceding period commencing December 1st and ending November 30th, which amount shall not exceed the annual balance. The requisition shall be certified as correct and proper by three (3) officers of the Association. The requisition shall set forth the names of each of the claimants and amount payable to each.
 - d) After the foregoing payments and reasonable administrative expenses (which shall not exceed \$1,000), any balance remaining shall be paid to a designee of the Association and a designee of the District as joint trustees. They shall hold such balance in a trust account for the purposes and uses of maintaining a reserve to meet any deficiency in the annual balance necessary to pay the amount of approved claims in a subsequent year.
- 4) The securing of a duly licensed New York State life insurance carrier and disability insurance carrier and the administrative duties involved in that program and in the Individual Dental Program shall be the sole responsibility of the Association. The provisions set forth in the preceding paragraphs continue the Board's stated policy of not recognizing any obligation on its part to

maintain prior or existing benefits of the Individual Dental Program or the benefits contemplated for either of the foregoing Group Life Insurance Program, the Individual Dental Program or the Disability Program.

X

GRIEVANCE PROCEDURES

A) Definitions

- 1) **Employee** shall mean: (a) a member of the negotiating unit, (b) a group of members of the negotiating unit, (c) the Principals' Association.
- 2) **Grievance** shall mean: a complaint by an employee as defined herein: (a) that there is a dispute as to the interpretation and/or construction of the Collective Bargaining Agreement between the parties hereto, (b) that there has been unfair or inequitable treatment by reason of any condition which is contrary to, violating or misinterpreting policy or practice governing or affecting employees defined herein.

B) Basic Standards and Principles

- 1) Each employee shall have the right to present his/her grievance according to the provisions contained herein, free from interference, coercion, restraint, discrimination, or reprisal.
- 2) Beginning with Step 1, as described on the following page, the employee shall have the right to a hearing at which he/she may appear in person and/or be represented at which he/she may present oral and written statements.
- 3) Copies of every written statement submitted at each stage shall be provided for each party to the grievance.
- 4) The grievance procedure herein shall not be interpreted as limiting in any way the right of an individual to discuss informally with the Superintendent any matter that is of concern to him/her or seeking the informal resolution of any grievance.

C) Adjustment to Grievances

A grievance shall be presented and adjusted in the following manner:

Step 1

Any employee may, either orally or in writing, present a grievance to the Superintendent within a reasonable time following the act or condition which is the basis of complaint.

The employee and the Superintendent shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the

conference, an employee may appear personally or he/she may be represented by an Association representative or by his/her own attorney.

Whenever a grievance presented to the Superintendent by the employee personally would involve the interpretation and/or construction of the terms of the agreement, or would affect the working conditions or welfare of the employees of the bargaining unit, the Superintendent shall give the Association the opportunity to be present and state the views of the Association.

The Superintendent shall communicate his/her decision to the aggrieved employee, and to the Association, together with the supporting reasons within five (5) school days after receiving the complaint. When the grievance has been presented in writing, the decision shall be in writing. If the Superintendent's oral decision is unsatisfactory to the employee, the latter may request it be submitted in writing.

Step 2

If the grievance is not resolved at Step 1, the aggrieved employee may appeal from the decision of Step 1 to the Board of Education within ten (10) school days after the decision of the Superintendent of Schools has been received. The appeal shall be in writing, shall set forth the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 1.

The Board of Education, or by a committee thereof, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the grievance. The employee and the Association shall be given at least three (3) school days notice of the conference and an opportunity to be heard. The Board of Education shall furnish the Association with a copy of the appeal from Step 1 together with the notice of the date of the conference. An employee may appear alone or he/she may be represented by his/her own counsel or by the Association, in which event no more than three (3) persons, excluding the grievant, shall appear on his/her behalf. The Association may present and state its views whenever the grievance would involve the application or interpretation of the terms of this agreement, or would affect the working condition or welfare of the employees in the bargaining unit.

The Board of Education shall communicate its decision in writing, together with the supporting reasons, to the aggrieved employee and/or the Association within fifteen (15) school days after receiving the appeal.

C) Grievances Relating to Salary and Leave Matters

Follow the above procedures.

D) Special Types of Grievance or Complaints

- 1) Where a substantial number of employees have a common or related complaint, the Association may initiate in writing a group grievance on their behalf.

- 2) The Association has the right to initiate in writing or appeal a grievance involving a dispute as to the interpretation and/or construction of the agreement. Such grievances shall be initiated with the Superintendent of Schools.

E) Appearance and Representation

Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during the working hours of employees whose attendance is required, such employees shall be excused without loss of pay for that purpose.

G) Time Limits

- 1) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall not constitute a sustaining of the grievance, but it shall permit the employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 2) The time limits specified in this procedure should be considered a maximum; they may be extended, however, in any specific instance by mutual agreement.
- 3) If a grievance is filed on or after June 1st which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

H) Arbitration

A grievance dispute which was not resolved at Step 2 may be submitted by the Association, or the employee with the consent of the Association, to an arbitrator for decision if it involves a dispute as to the interpretation and/or construction of the Agreement (including any Board Policy or Regulation expressly referred to therein).

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Board of Education under the Grievance Procedure, except in cases where, upon expiration of the fifteen (15) day time limit for the decision, the aggrieved employee or the Association filed notice with the Board of Education of intention to submit the grievance to arbitration and no decision was issued by the Board of Education within twenty (20) school days after receipt of such notice.

The employee may proceed personally or through the Association. Where the employee is not represented by the Association, the Association may submit its views to the Arbitrator.

The proceeding may be initiated by filing with the Board a demand for arbitration or notice of intention to arbitrate. The notice shall be filed within ten (10) school days after receipt of the decision of the Board of Education under the Grievance Procedures, or, where no decision has been issued in the circumstances described above, three (3) days following the expiration of the twenty (20) day period provided above.

The notice shall include a brief statement setting forth the issue to be decided by the arbitrator and the specific provision of the agreement involved.

The parties shall herewith establish a panel of four (4) arbitrators who shall serve in rotating order. The Association shall promptly notify the scheduled arbitrator of service of the demand for arbitration and the need for a hearing. In the case of unavailability (i.e., the arbitrator cannot provide the parties with a hearing within sixty (60) calendar days of the date of service of the demand), the next scheduled arbitrator shall be used. In the event that none of the panel can provide service within sixty (60) calendar days, the arbitrator who can serve at the earliest date shall be used.

During June of each year of this agreement, both parties shall meet and review the panel of arbitrators. The parties must mutually agree to the continuance or modification of the panel members. If mutual agreement is not reached by the close of the school year, then arbitrators from thenceforth shall be selected from a list supplied, in each case, by the American Arbitration Association.

The members of the panel of arbitrators for the 2003/04 school year shall be, in order:

- 1) Martin Scheinman
- 2) Bonnie Siber Weinstock
- 3) John Crotty
- 4) Thomas Germano
- 5) Rosemary Townley

The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to the dispute as to the interpretation and/or construction of the provisions of the Agreement and he/she shall be without power or authority to make any decision:

- 1) contrary to, inconsistent with, modifying or varying in any way, the terms of the Agreement or of applicable law or rules or regulations having the force and effect of law;
- 2) involving Board discretion or policy under the provisions of the Agreement except that he/she may decide in a particular case that the Board's

interpretation or construction of policy was so arbitrary or capricious as to constitute an abuse of discretion.

The decision of the arbitrator will be accepted as final by the parties to the dispute and both will abide by it.

The arbitrator may recommend an appropriate remedy where he/she finds a violation of this Agreement.

The arbitrator's fees and expenses will be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Association agrees that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

- D) The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision of the grievance.

Nothing contained herein shall be construed to prevent any individual employee from presenting and processing a grievance through the procedures provided herein. Nothing contained herein shall be construed to deny any employee any rights granted under any applicable law or rules or regulations having the effect of law.

XI

TEMPORARY APPOINTMENTS

When an administrative position within this bargaining unit is unfilled by reason of the retirement or other methods of severance from employment of a unit member, that position may be filled by a temporary appointee. However, after 100 school days in the position, such temporary replacement shall be paid in accordance with the then current salary schedule for the position involved.

XII

TERMINAL PAY ALLOWANCE

- A) An administrator who shall give to the Board a written statement of intention to retire under the New York State Teachers' Retirement System 2-1/2 months in advance of such retirement, or an administrator who has been employed for ten (10) or more years and who has given the Board 2-1/2 months written notice of his/her resignation shall be entitled to receive a Terminal Pay Allowance amounting to \$50 per day for each of the first fifty (50) unused days for personal illness accumulated, \$60 per day for each of the 51st to 200th unused days for personal illness accumulated and \$75 per day for each of the unused days for personal illness accumulated over 200 days provided that:

- 1) Such administrator shall have, upon the effective date of retirement, completed at least ten (10) years of service in the School District, and
 - 2) Such unused days shall have been accumulated solely in the School District and shall comprise (a) at least eighty (80) days, if the period of service is between ten (10) and nineteen (19) years; and (b) at least one hundred (100) days if the period of service is twenty (20) years or more at least one hundred (100) days for three (3) consecutive years within five (5) years next preceding the effective date of retirement.
 - 3) Such unused days shall not be subject to the limitations set forth in Article XIII (C) (1). For purposes of terminal pay only, employees may accumulate an unlimited number of leave days.
- B) An administrator shall not be eligible for the allowance set forth if he or she has been discharged pursuant to Section 3012 et seq., of the Education Law, or the administrator has resigned at the request of the School District in order to avoid charges being filed under any of the foregoing sections of the Education Law.
- C) The allowance paid to the administrator, pursuant to Paragraph "A", shall be paid in one lump sum within thirty (30) days following the effective date of retirement. The said payment, however, shall not constitute part of the administrator's salary for the purpose of computing benefits payment under the Teacher's Retirement System.
- D) If the administrator shall die after notice is given to the Board, but before his actual retirement, then the allowance provided for hereinabove shall be paid to his or her estate.

XIII

EMPLOYEE ABSENCES

- A) Absences of employees may be permitted without deduction of salary up to an annual allowance of fifteen (15) days per year. Of these fifteen (15) days, ten (10) may be allowed for personal illness and five (5) for reasons other than personal illness may be used for reasons listed in Addendum B. Unused days shall be cumulative to a maximum of 180 days with the cumulative portions available for personal illness leave only. The following shall apply to these leaves:
- 1) "PERSONAL ILLNESS" – Ten (10) days per year. An employee who has been absent more than five (5) consecutive working days because of personal illness shall submit a physician's statement within the tenth (10th) school day of the commencement of the absence.
 - 2) "REASONS OTHER THAN PERSONAL ILLNESS" – Five (5) days per year, as further defined in Article XIII (G). Absence will be permitted for

single days or two (2) consecutive days for only the reasons listed in "G". The signing of Form X is the employee's certification that the reason (s) for the absence conform to the list in "G".

- B) For part-time (40% or more) persons, whose contract of employment is longer than six (6) months, the proportionate amount of leave shall apply.
- C)
- 1) At the commencement of each school year, each employee shall be credited with the total of (a) the number of his/her unused leave days accumulated to a maximum of 180 days as of the end of the preceding school year and (b) the fifteen (15) days of leave (being the total of items "A.1" and "A.2", above), for the then ensuing school year. The resulting total of "(a)" and "(b)" shall constitute for the purpose of this paragraph "C", an administrator's "Total Leave Time".
 - 2) Additional sick leave days, as hereinafter computed, shall be known as an employee's "Extended Sick Leave Time". Provided an employee shall have accumulated a minimum of forty (40) days of Total Leave Time, as computed above at the commencement of the school year he/she shall thereupon be granted a "credit" of additional sick leave days equal in number to one-third (1/3) of the maximum number of days of "Total Leave Time" accumulated on September 1st of any school year since he/she last made use of his/her "Extended Sick Leave Time".
 - 3) If personal illness during a school year requires an administrator to be absent, in the aggregate; a period of time in excess of his/her Total Leave Time, he/she shall be entitled to the use of his/her Extended Sick Leave Time during which, however, he/she shall be compensated only at his/her regular daily salary rate less the daily rate of pay for a substitute administrator.
 - 4) In the event that an employee shall have used up by the end of the school year all of his/her Total Leave Time and he/she has remaining to him/her a credit of all or a part of his/her Extended Sick Leave Time, then such credit so remaining shall be available to the employee in the school year immediately following.
- D) The following absences are non-deductible from cumulative allowance, shall be without loss of salary and request therefore shall be made on Form Y as prescribed in Article XIII (G).
- 1) **DEATH IN IMMEDIATE FAMILY** – Three (3) working days of absence will be approved for each death in the immediate family (parent, child, sister, brother, spouse, mother-in-law, father-in-law and grandparents).
 - 2) **JURY DUTY** – Notice of Jury Duty must be submitted to the Superintendent. The employee shall reimburse the district in an amount equal to the jury fee received. (See also Policy 4 156).
 - 3) **QUARANTINE** – Employees absent by reason of quarantine imposed by Doctor's order due to illness caused by a contagious disease of a

resident member of the household will submit a doctor's certificate explaining the order. Absence will be approved for the duration of the quarantine.

- E) Full deduction of pay shall be applied for days of unauthorized absence.
- F) In unusual circumstances, the Board of Education may, on the recommendation of the Superintendent of Schools, grant full time members of the staff leaves of absence for health reasons in addition to provisions stipulated above.
- G) Employees who expect to be absent for reasons other than personal illness and illness in the immediate family, prior to the absence, must submit a completed Form X to the employee's immediate supervisor and a copy to the Superintendent.

Requests for absences that conform to the reasons listed below are to be submitted on Form X. All other requests for absences are to be submitted on Form Y. In emergency situations, employees are expected to make every effort to communicate with the Superintendent or Supervisor prior to the absence if insufficient time is available for the written request. In these cases, the employee should submit Form Y on his/her return.

On return from any absence, an employee shall file a completed Form 35 with his/her immediate Supervisor who will forward it to the Superintendent's office.

The following are approvable as absences for reasons other than personal illness as certified by the employee and should be requested on Form X.

- Legal:
 - To appear in court
 - To appear at Internal Revenue Office for audit purposes
 - To close on a house
- Family:
 - To take a son or daughter to college
 - To attend son's, daughter's or spouse's college graduation
 - To be with someone in immediate family having a serious operation
 - To take or bring home from the hospital a member of the immediate family
 - To move to a new home
 - Illness in the immediate family
 - Additional days for death in the immediate family beyond days permitted by Article XIII, D, 1.
- Education:
 - To take a comprehensive or qualifying examination for an advance degree
 - To receive a degree
- Religious:
 - To attend a special religious ceremony involving a member of the immediate family

To attend funerals of persons other than immediate family
To observe a total of two (2) religious holidays, provided
request is made on Form X prior to June 15th of the preceding
school year.

When the date of employment makes such a request date
impractical, the employee will submit his/her request within
two (2) weeks of the commencement of employment. The
religious holidays for which absence is approvable are confined
solely to those recognized by the New York State
Commissioner of Education in his/her annual list of "Days of
Religious Observance".

NOTE: A request to be absent for additional religious observance is to
be filed on Form Y and, if the request is granted, deduction
will be made at the minimum substitute rate.

XIV

EXTENDED LEAVES OF ABSENCE

- A) A leave of absence for one year, without pay, may be granted upon recommendation of the Superintendent and approval of the Board of Education. Such leave shall not be withheld unreasonably from any administrator holding probationary or tenure status for disability; or from any administrator holding tenure status for temporary employment in the interest of public service or professional growth (including service with a local, state, or other professional organization). This leave should be for a full year except in unusual circumstances. If an administrator should request continuation of his/her leave for a second year, such request will be given every favorable consideration. No individual who has commenced an unpaid leave may thereafter claim or collect any pay for the same period.
- B) A leave of absence for two (2) years, without pay, may be granted upon recommendation of the Superintendent and approval of the Board of Education to any administrator holding tenure status to campaign for or serve in public office.
- C) **Leaves for Absence for Childbearing and/or Child Rearing**
 - 1) An administrator who is pregnant will be permitted to continue to work as late into her pregnancy as she is physically capable of performing the normal duties of an administrator.
 - 2) Whenever a pregnant administrator cannot perform her normal duties as an administrator due to a disability arising from her pregnancy or the birth of the child, she may utilize part or all of her accumulated sick leave during the period of disability.
 - 3) An administrator is entitled, upon written request, to a leave of absence without pay for a period not to exceed two (2) years and to be effective at any

time prior to and within one (1) year after the birth or adoption of a child. The written request will be made to the Superintendent or his/her designee at least thirty (30) days prior to the effective date on which the leave is to begin. This leave may be extended for successive one (1) year periods at the sole discretion of the Superintendent. If an administrator has been granted a total of four (4) years leave of absence under this provision, no further child care leave shall be granted to that person.

XV

MISCELLANEOUS PROVISION

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.

STATUTORY NOTICE

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.

ROCKVILLE CENTRE, NEW YORK
PRESIDENT – BOARD OF EDUCATION

Dated: 12/22/03

By Marcia Q. Hirsch

ROCKVILLE CENTRE ADMINISTRATORS'
ASSOCIATION

Dated: 12/19/03

By M. A. Heen

ADDENDUM A

11 MONTH EMPLOYEES	10-1/2 MONTH EMPLOYEES	REMARKS
This category consists of Secondary Principals, Secondary Assistant Principals, Instructional Supervisors and Directors.	This category consists of Elementary Principals and Dean of Students	1. Upon termination of employment on June 30th, the new "contract year" and the "work year" will have been concluded; and the "vacation periods" will have been enjoyed during the prior July and/or August.
Contract year for these employees is July 1st through June 30th.	Contract year for these employees is July 1st through June 30th.	2. If employment is commenced after July, the Superintendent and the new employee will make such adjustments in the work year, vacation period and salary as the circumstances warrant.
The work year is July 1st through June 30th except for four (4) weeks plus two (2) days vacation during the summer recess or as approved by the Superintendent of Schools	The work year is September 1st through June 30th plus ten (10) days during July and/or August, the selection of which shall be subject to the approval of the Superintendent of Schools. Vacation time shall be July and August with the exception of the ten (10) days referred to above.	3. If the employment is terminated prior to June 30th, salary will be pro-rated and, when warranted, a cash allowance will be made in favor of the school district for unearned vacation period.
A 26 week payroll applies to employees in this category	A 26 week payroll applies to employees in this category.	

ADDENDUM B

PERFORMANCE BASED COMPENSATION PROGRAM

Rockville Centre's Performance Based Compensation Program is designed to achieve two (2) important goals. First, the process and procedures described in this program should result in a high level of performance by administrative personnel. Second, this program, when implemented, should enhance the professional growth and renewal of administrators in the Rockville Centre Union Free School District.

PROGRAM ASSUMPTIONS

The Performance Based Compensation Program is based upon the following assumptions:

- a) Administrators and supervisors have a responsibility to demonstrate interest in their own development, and to become increasingly effective by acquiring new knowledge and skills.
- b) Administrators and supervisors have a commitment to work effectively with their colleagues and want regular feedback about the quality of their work.
- c) Administrators and supervisors know what is expected of them and understand the responsibilities and key functions of their positions.
- d) A climate exists that encourages self-development of administrators.
- e) Personal improvement goals shall be compatible with organizational goals.

Program

The Performance Based Compensation Program is comprised of two (2) basic elements – annual evaluation and establishment of mutual goals and/or objectives.

Professional Growth Program

As part of the annual evaluation or upon new employment, each member will develop with the Superintendent of Schools, annual goals and objectives. These goals and objectives will be based on district minutes, management objectives, personal objectives, and on areas in need of improvement.

Any cost of this program will be paid by the school district.

The Superintendent of Schools will be responsible for completing the Administrators Evaluation Form. This will be reviewed at an annual evaluation conference to be held each Spring at which time goals and objectives for the following year will be discussed and agreed upon.

The completion of the Administrators Evaluation Form will include the Superintendent's recommendation for performance based compensation.

The evaluation will also include two (2) formative conferences with the Superintendent of Schools. The first such meeting should occur during the month of October. The second meeting should be in either January or February.

The formative meeting in October should be a review of the goals and objectives set the previous Spring. The formative meeting in January or February should be a review of an individual's progress in meeting performance objectives. A diagnostic prescriptive plan for remediating any problems should be formulated at this meeting by the Superintendent of Schools.

OCTOBER/JANUARY-FEBRUARY ADMINISTRATIVE/SUPERVISORY REVIEW

Administrator's Name: _____

Date of Conference: _____

Comments:

Administrator's Signature: _____

Superintendent's Signature: _____

Date Signed: _____

ADMINISTRATOR'S SUMMARY EVALUATION FORM

Administrator's Name: _____

June: _____

I. Performance Narrative

The following general guidelines were considered:

Program Leadership and Direction, Vision, Leadership, Organizational Skills,
Climate, Personnel, School Community Relations.

II. Goals and/or Objectives for the _____ school year.

III. Overall rating of administrator based on above criteria:

Far Exceeds Standards _____

Consistently Meets Standards _____

Improvement Needed _____

Superintendent's Signature: _____

Date: _____

I have been afforded the opportunity to review this document.

Administrator's Signature: _____

Date: _____

INTRODUCTORY STATEMENT

Performance narrative is a means for the Superintendent of Schools to identify and articulate the achievement of various expectations associated with the assigned responsibilities of the administrator. The narrative will include, but not be limited to the categories and the operational definitions of each category as listed below. All descriptors and headings will be viewed as guidelines and not necessarily prescriptions related to individual performance.

1) PROGRAM LEADERSHIP AND DIRECTION

It is expected that the administrator will continually demonstrate understanding of teaching behavior associated with classroom learning. In addition, it is expected that the process of instruction, the process of teaching, and the process of student learning will be monitored on a regular basis and evaluated by the administrator. It is expected that the administrator will also fully participate in decisions related to instructional materials. In general, evidence of school leadership will result in coherence within the instructional program.

2) VISION

It is expected that each administrator will have an overall vision of his/her school and/or programs consistent with the mission of the school district. This is specifically related to the ability to frame and articulate to staff, colleagues, and the community short and long range goals, expectations, purposes or objectives.

3) LEADERSHIP

The characteristics of leadership pervade all operations of the school district. However, within the Rockville Centre schools there are certain areas which should be emphasized. These include a combining of orientation toward high achievement and maintaining positive human relations with staff and among students. It includes the ability to encourage, assist, and enable colleagues, staff members, and students to excel. It is also expected that our administrators will develop skills as facilitators and problem solvers, and serve as a role model for teachers, students and parents.

4) ORGANIZATION

This category essentially refers to routine and technical aspects of the specific job assigned to the administrator. It would generally include things such as the management of the business aspects of the school and/or program operation, transmitting information to staff, communicating policy to staff, producing reports which are complete and timely, managing records, and managing internal accounts. In general, it is the ability of the administrator to identify, plan for, and effectively and efficiently use the resources at hand to provide support to the overall instructional program.

5) **CLIMATE**

The key role of an administrator is to establish expectations which, in turn, are closely related to establishing a positive working and learning climate within the school. In general, this means that there are within the school high expectations for student behavior and achievement. It means that discipline is maintained within an environment that is conducive to learning. There are a number of other characteristics of a positive climate. These include such things as the expectations for success in the classroom for teachers and students, a sense that open lines of communication exist within the entire school community, a sense of positive feelings toward the achievement by teachers and students of instructional goals, and a positive school spirit.

6) **PERSONNEL**

The recruitment, development, supervision, and evaluation of personnel assigned to both professional and non-professional staff is a critical component of any administrator's assignment. In practical terms, this means that the administrator will fully participate in the hiring process for all staff members assigned to his/her responsibility and will demonstrate a number of characteristics which includes such things as discussing classroom problems with teachers; initiating, promoting, and maintaining continuous in service programs; supporting teachers' ideas and projects; recognizing unique styles and needs of teachers; encouraging and acknowledging good work; increasing teacher morale and satisfaction; conducting regular reviews of teachers' instructional practices; holding his/her staff accountable for successful performance; structuring teacher rewards to reinforce working with children; being accessible to his/her staff; and taking a personal interest in the welfare of his/her staff.

7) **SCHOOL-COMMUNITY RELATIONS**

The effective administration of a school includes the context within which that school operates. This essentially means that the administrator as school or program leader needs to attend to the development of positive relationships with various segments of the community and to establish strong, positive, and open lines of communication with parents. This means that the administrator will solicit the active involvement of parents and community leaders in school functions. It also means that the administrator will communicate effectively his/her expectations to the community at large for the achievement of students and, whenever possible, to solicit the support of external organizations to assist in the implementation of his/her goals or objectives for the school.

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