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Contract Database Metadata Elements

Title: **Plainedge School District and Plainedge Administrator Association (2006)**

Employer Name: **Plainedge School District**

Union: **Plainedge Administrator Association**

Local:

Effective Date: **07/01/06**

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Agreement made and entered into the 1st day of July 2006, by and between the "District" (Plainedge Board of Education, Plainedge Public Schools, Town of Oyster Bay, Nassau County, New York, and its authorized agents) and the Plainedge Administrator Association, hereinafter referred to as "PAA."

ARTICLE I
Preamble

7/1/06 - 6/30/11

This preamble describes the principles upon which the Plainedge School District and the Plainedge Administrator Association base our relationship and joint commitment to achieve mutual interests. By creating this preamble we hereby commit to continuing a collaborative relationship which aspires to last beyond the tenure of those currently in leadership positions in our respective organizations.

Section 1. Principles of the Relationship

This agreement is founded on the belief that all people take pride in their work, want to be involved in decisions that affect them, and share in the success of their efforts.

We hereby commit to work together to establish a vibrant and successful learning community that actively involves students, staff and community. We will dedicate ourselves to promoting success for our students, our schools and our community by:

- o creating an atmosphere of mutual trust and respect;
- o nurturing a culture of collaboration;
- o recognizing individual talents and strengths;
- o increasing staff diversity;
- o encouraging innovation and risk-taking with a focus on improvement;
- o learning from failure;
- o building upon our successes;
- o providing opportunities for individual growth;
- o openly sharing information, knowledge and experience; and
- o providing a caring, safe learning and working environment that is clean, healthy, functional, non-violent, and free of discrimination, intimidation, and harassment.

Section 2. Mutual Interests

PAA and the District are committed to achieving the following mutual interests:

A. Support for the District's Goals. The District's goals are the results of the combined interaction of board members, administrators, faculty, staff, students and community members. It acknowledges the importance of maximizing the personal, creative and academic potential of each person in the school system. We commit to operating in ways which help realize these goals for all learners.

Accountability for Quality and Performance. We commit to continually improve existing structures to increase the accountability of those participating in the school system.

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- C. **Solvency.** The resources currently available to educate children in the public schools do not allow all expectations to be met. Yet we accept the responsibility for doing our best with the resources currently available. We have a joint responsibility to utilize resources effectively, maintain a balanced budget, and ensure the success of the District in helping all members of the school system reach their potential.
- D. **Professional Development.** We are committed to an on-going district-wide professional development initiative designed to improve student achievement. As leaders and participants, we focus on the professional growth and development of ourselves, our colleagues and our district faculty and staff members.
- E. **School Culture.** As building leaders we recognize the need to create and foster healthy school cultures. In a healthy school culture:
- High expectations are embedded in the organizational culture, wherein teachers and students strive to excel.
 - Problems and needs of the organization are identified by members of the organization; members then initiate strategies to seek resolution.
 - Recognition of individual and building-wide successes are valued and initiated by all stake-holders
 - A synergy exists within the organization in which the members themselves foster a positive healthy environment.
- School culture is valued in individual buildings and throughout the entire organization.
- F. **Parent and Community Involvement.** We jointly commit to continue efforts to involve parents and community members in the schools. This commitment is based on the belief that parent and community support is key to maintaining an effective public education system in a democratic society

ARTICLE II Recognition

Section 1. Exclusive Representation

The District recognizes PAA as the exclusive representative of all Principals, Assistant Principals, Directors and Academic Supervisors in the Plainedge School District for the purpose of negotiating collectively regarding the terms and conditions of employment and in the determination and the administration of grievances arising under their terms and conditions of employment. This recognition shall continue for the longest period permitted by law.

Section 2. Rights of Individuals or Other Groups

This recognition shall not preclude any individual's or group's rights to present any matter to the Superintendent or the Board provided the presentation is made in accordance with established channels of communication.

Section 3. PAA Involvement

In an effort to maintain a collaborative relationship, the Superintendent of Schools shall invite the PAA President to any discussion with members of PAA that affect their terms and conditions of employment, and shall afford the members of PAA the opportunity to present its viewpoint at that time. If a change of terms and conditions were to occur, it would be in agreement with PAA.

ARTICLE III Compensation

Section 1. Salary Schedule

The salary schedule for all administrators is attached as Appendix 1. All administrators will start on step 1 of the schedule and will move one step per year for the length of this contract.

Section 2. Doctoral Degree

Any administrator who holds or acquires a doctoral degree in educational administration or other related areas, as determined by the Superintendent, from a regionally accredited university will be awarded an annual stipend of \$5,000.

ARTICLE IV Benefits

Section 1. Sick leave

Administrators shall be entitled to fourteen (14) sick days annually. These days shall be accumulated, up to 220 days, for purposes of sick leave and/or terminal separation compensation.

Section 2. Special Absence (Personal) Days

Each unit member shall be allowed two (2) days per year for personal reasons which require time that cannot be scheduled on Saturdays or after school hours. Special absence days are not cumulative as such, but when unused shall be applied to accumulated sick leave time.

Section 3. Bereavement

In the event of the death of a member of the immediate family, a domestic partner, or a relative residing in the same house, the administrator shall be granted a leave of absence for bereavement, with full compensation, up to 5 work days. Immediate family is defined as the employee's spouse, children, parents, brothers, sisters, grandparents, mothers and fathers-in-law, brothers and sisters-in-law and grandparents-in-law.

Section 4. Work Year

PAA members will work July 1 through June 30 and will not be required to work during district holidays, including winter, February and spring school recess, the holidays afforded the teachers during the teacher year, Fourth of July and Labor Day.

Section 5. Summer Days

Administrators with more than one year experience will work 18 days during the summer. During the first full year of employment, administrators will work 27 days during the summer. In the event that the district returns to a five-day work week in the summer, administrators will work 22 summer days except for new administrators who will work 31 summer days.

Section 6. Unused Summer Days

With prior approval of the Superintendent, administrators who worked more summer days than the required will:

- a- Request their choice of days off during the school year
- b- Request to be paid at the rate of 1/220th of their current salary for each additional day.

In the event that an administrator does not take the time off or request to be paid prior to June 30 each year, then such member shall receive the compensation outlined in part b above, no later than July 30.

Administrators with accrued summer days as of June 30, 2006 will be paid for those days at the rate of 1/220th per day based on their 2005-06 salary by July 30, 2006.

Section 7. Compensation for Accumulated Sick Days

Upon termination of service with the District, unit employees with more than four (4) years of Plainedge service will be compensated for accumulated sick days according to the following formula:

Annual Salary at time of termination x 1/5 of 1 percent x number of accumulated sick days.

The aforesaid provision for terminal compensation shall not apply to any member of this unit who is dismissed as a disciplinary measure pursuant to the provisions of the State Education Law or who resigns to avoid such dismissal.

Section 8. Retirement Incentive

The following provisions shall be applicable to the district retirement incentive set forth herein:

1. Administrators who retire in order to avoid charges or penalties under Section 3020-a, 3012 subdivision b, or any other relevant provisions of Education Law are not eligible for a retirement incentive.
2. The retirement incentive benefit set forth herein is in addition to any terminal compensation benefits to which a retiree is otherwise entitled.
3. In order to receive the retirement incentive benefit set forth herein an employee must retire effective June 30 of the year of retirement, must have at least 5 years of service as an administrator in the Plainedge Schools and must notify the district of his/her intent to retire, in writing, by March 1 of the year of retirement.
4. An eligible employee for the incentive shall be defined as an employee who turns 55 years of age during the academic year of retirement (i.e. September 1 to August 31).
5. A cash payment payable in the year of retirement based on the employee's years of service (teaching and administrative) in the Plainedge School District, as reported by New York State Teachers' Retirement System and with partial years calculated as 9 months equal to 1 year, as follows:

Years 1-10	-	\$2,000 per year
Years 11-15	-	\$4,000 per year
Years 16-20	-	\$2,000 per year

6. The retiree shall also be entitled to fully paid individual health insurance coverage for the employee's lifetime.

Section 9. Health Insurance

1. The District will contribute 80% of the cost of the individual or family health insurance premium during the term of this contract. Family coverage for active administrators may include domestic partners as defined by the insurance carrier. Each eligible administrator may select either the Empire Plan (or substitute agreeable to the parties) H.I.P., Choice Care, or Healthnet.
2. Administrators may opt out of District Health Insurance after they have been enrolled for at least two (2) full years; those who elect to opt out shall receive 50% of the applicable premium. The member may recommence participation at any time.

Section 10. Life Insurance

The Board agrees to provide life insurance to all administrators in the amount of \$100,000 subject to acceptability by and requirement of the district's insurance carrier.

All administrators shall have the option of purchasing an additional \$100,000 of life insurance at their own expense subject to acceptability by and requirements of the district's insurance carrier.

All administrators shall be given the option to carry the above life insurance benefit into retirement at the group rate at the employee's expense.

Section 11. Dental Insurance

The District will continue the dental program administered by Healthplex, for the term of this agreement, at no cost to the administrators.

Section 12. Disability Insurance

The employee disability plan, outlined in the pamphlet, LTD Insurance Plan, Plainedge Union Free School District, will be continued for eligible members of PAA for the term of this contract. The District shall have the right to change insurance carriers provided that all benefits remain the same.

**ARTICLE IV
No Strike or Work Stoppage**

The Association affirms that it shall not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in any such strike.

**ARTICLE V
Collective Negotiations**

PAA and the District subscribe to the principle that the differences shall be resolved by peaceful and appropriate means without interruption of the school program. PAA agrees, therefore, that there shall be no strikes, work stoppages or other concerted refusal to perform work by administrators by this Agreement, nor shall PAA or its agents or representatives instigate such actions.

If the Board of Education eliminates, merges, consolidates, abolishes or changes any administrative or supervisory position during the term of this contract, it shall discuss the impact of such decision with the Association upon request.

**Article VI
Personnel File**

Upon request and with reasonable notice, administrators shall be permitted to examine, after school hours, the official personnel record maintained in Central Office under their own names. Such files will contain credentials, certification documents, transcripts, employment recommendations received by the District, and supervisory evaluations of the administrator’s performance in the Plainedge Schools. Materials such as letters of reference, college placement folders, portions of the original application and other similar material received by the district prior to the administrator’s employment shall not be examined.

Ratings, observations, and evaluations of the administrator made by supervisory personnel shall not be placed in the administrator’s file until the administrator has had an opportunity to read them. The administrator shall acknowledge that he/she has read such materials by signing the copy to be filed, but such signature shall not be deemed to constitute the administrator’s agreement with its content. Refusal of the administrator to

sign will be noted by the appropriate representative of the District. The administrator shall have the right to respond in writing to any material filed, and such written response shall be placed in the file.

Communications concerning administrator conduct and performance, other than evaluative materials prepared according to district policy, shall not be filed in the folder prior to the conclusion of a waiting period of ten (10) school days, such waiting period to provide the administrator an opportunity to initiate a grievance. The ten (10) day waiting period shall begin when the administrator receives a copy of material to be filed. Material on which a grievance is initiated shall not be placed in the folder until the grievance is resolved. Any material judged inaccurate or incorrect as the result of the grievance procedure shall not be placed in the folder.

At the time of examination of the file, the administrator may prepare a list of the documents found to be in the file and place such list in the file.

Article VII Grievance Procedure

Should differences arise between the parties as to the interpretation or application of the provisions of this Agreement, there shall be no suspension of service by the aggrieved party on account of such differences. An earnest effort should be made to settle such differences immediately in the manner described in the following paragraphs:

1. Whenever used in this Agreement, "grievance" means any dispute between the parties hereto arising under the interpretation or application of any provision of the Agreement.
2. An "aggrieved party" is the party making the claim.
3. It is understood and agreed that both the District and PAA have the right to initiate a grievance.
4. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
5. The aggrieved party shall reduce the complaint to writing specifying the facts constituting the grievance and the provision of the contract involved and shall present it to his/her immediate supervisor with fourteen (14) days of its occurrence.

The immediate supervisor shall within fourteen (14) days of submission discuss the matter with the aggrieved party and make his/her determination in writing to the grievant with a copy to the Association representative within (10) days.

If the grievance is not satisfactorily resolved at this stage, the aggrieved party may appeal in writing to the Superintendent within (10) days of receipt of the immediate supervisor's decision. The appeal shall set forth the basis of the appeal.

6. The Superintendent, or his designee, shall meet with the aggrieved and a representative of PAA within thirty (30) days of the receipt of the appeal. The Superintendent shall have fourteen (14) days following the meeting in which to render a written determination.

If the grievance is not satisfactorily resolved at this stage, the aggrieved party may, within seven (7) days after receipt of the Superintendent's determination, request that the grievance be submitted to the Board of Education.

7. At the request of the aggrieved party, the Superintendent shall, within seven (7) days of receipt of request, submit the relevant facts to the Board of Education.

The matter will be considered by the Board within thirty (30) days after the date of submission of the Superintendent's report to the Board with the aggrieved party and a representative of PAA and/or the Council of Administrators and Supervisors and a report shall be rendered by the Board within thirty (30) days of the meeting. The report shall be in writing with a copy thereof delivered to the grievant and the Association.

8. Failure at any stage of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next stage; failure at any stage of this procedure to appeal a grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision rendered at that stage.
9. Should the review by the Board of Education be either unsatisfactory or not forthcoming, then aggrieved party shall be free to pursue his/her legal and/or administrative remedies, if any, without prejudice.

Article VIII Management Rights

It is expressly understood and agreed that the Board reserves exclusively to itself the right to cancel, amend, change, modify, or revise any and all existing rules, regulations, orders, and policies, and/or to institute or adopt new rules, regulations, orders and policies, on any and all matters and subjects that do not substantially affect the wages, hours, or terms and conditions of employment of the administrative staff.

Article IX Mutual Agreement

This collective bargaining agreement may not be changed except by mutual agreement of the parties in writing.

Article X
Conformity with Section 204-a of the 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 therefore, shall not become effective until the appropriate legislative body has given approval.”

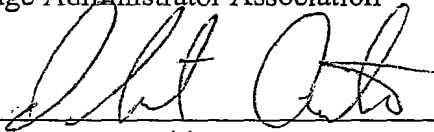
Article XI
Duration of Contract

The provisions of this Agreement shall be effective July 1, 2006 and shall continue in full force and effect until June 30, 2011.

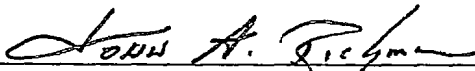
This agreement was approved at a Public Session of the Board of Education on June 15, 2006.

BY: Catherine Kelley
Catherine Kelley
District Clerk

Plainedge Administrator Association


Robert Amster, President

Plainedge Union Free Schools


John A Richman, Superintendent of Schools

2006-2011 Salaries

	High School Principal	Middle School Principal	Elementary Principal	Director	Secondary AP	Academic Supervisor
2006-07	\$ 145,800	\$ 139,644	\$ 130,350	\$ 123,036	\$ 121,570	\$ 120,103
2007-08	\$ 152,166	\$ 146,070	\$ 135,940	\$ 128,860	\$ 127,342	\$ 125,825
2008-09	\$ 158,799	\$ 152,775	\$ 141,762	\$ 134,940	\$ 133,370	\$ 131,799
2009-10	\$ 165,710	\$ 159,770	\$ 147,824	\$ 141,289	\$ 139,663	\$ 138,083
2010-11	\$ 172,910	\$ 167,067	\$ 154,138	\$ 147,989	\$ 146,234	\$ 144,551