

AD 15467

**LINDENHURST UNION FREE SCHOOL DISTRICT
LINDENHURST, NEW YORK**

NEGOTIATIONS AGREEMENT

BETWEEN

LINDENHURST UNION FREE SCHOOL DISTRICT

TOWN OF BABYLON

AND

**THE LINDENHURST ASSOCIATION OF SCHOOL
ADMINISTRATORS**

JULY 1, 2011 - JUNE 30, 2016

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AGREEMENT made and entered into this 18th day of July, 2013 by and between the LINDENHURST UNION FREE SCHOOL DISTRICT, Town of Babylon, County of Suffolk, New York, (hereinafter designated as the "District"), and the LINDENHURST ASSOCIATION OF SCHOOL ADMINISTRATORS, (hereinafter designated as "LASA").

ARTICLE I - PREAMBLE

In order to effectuate the provisions of Chapter 392 of the laws of 967 (The Public Employees Fair Employment Act) to encourage and increase effective and harmonious working relationships between the District and its professional employees represented by LASA, so that the cause of public education may best be served in Lindenhurst, LASA has pledged that it does not assert the right to strike, to assist or participate in a strike, or to impose an obligation to conduct, assist or participate in a strike, pursuant to Section 207 (3) (b) of the Public Employees Fair Employment Act.

The District and LASA agree to adhere to a policy of nondiscrimination with regard to race, creed, color, national origin, sex, marital status, and membership in or activities for LASA.

The District and LASA agree that no provision of this Agreement in any way nullifies or reduces the authority vested in the District by the Statutes of the State of New York and the rulings, regulation and opinions of the Commissioner of Education of the State of New York.

ARTICLE II - RECOGNITION

The District hereby confirms that in accordance with Section 208C of the Civil Service Law, it has recognized the Lindenhurst Association of School Administrators as exclusive representative of all administrators and supervisors (hereinafter referred to as Administrators) of the District for the duration of this contract. All Central Office Administrators with the exception of Coordinators shall be excluded.

ARTICLE III - ASSOCIATION & BOARD OF EDUCATION RIGHTS

A. It is agreed that the District will make available to LASA any information which is needed to develop proposals when such information is of a public nature and is not personal, confidential or privileged. Furthermore, it is agreed that District personnel will not be used, nor will their normal work schedule be disrupted in this process. Advance notice of at least twenty-four hours must be given for all requests for data to be made available at the District level.

B. The Superintendent and representatives of LASA shall meet on a need basis to discuss matters of mutual concern. The agenda will be drawn up by the Superintendent and the President of LASA at least one (1) day in advance of meetings. If the Superintendent is not available, upon mutual agreement, he/she shall designate his/her representative, or the meeting shall be rescheduled for the earliest date on which he/she is available. Under no circumstances will these meetings be used to negotiate or renegotiate the terms of the Agreement. Nor will

such meetings substitute for or replace any administrative and/or curriculum meetings scheduled throughout the year.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives from within or outside the school district. While no final agreement shall be executed without ratification of LASA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

D. As a policy-making body, the Board of Education must be responsible for initiating any policy change or modification of existing policies. In so doing, the Board may wish to ask representatives of LASA to serve in an advisory capacity regarding such policy changes or modifications.

E. Copies of this contract shall be printed and distributed at the expense of the Board to all LASA members employed or hereafter employed by the Board.

F. No later than November 15, unless otherwise mutually agreed upon, the parties will enter into negotiations over a successor agreement.

G. Negotiations for a new contract may be initiated at the written request of the Board or LASA. The request shall specify the matter or matters to be negotiated. The meeting date, time and place shall be mutually agreed upon.

H. The Board and LASA agree that the unit shall be afforded the opportunity to react to terms and conditions of employment that are being negotiated with other units in matters that reflect upon the function of unit members.

ARTICLE IV - JOB DESCRIPTION & PROFESSIONAL EVALUATION

A. 1. The process of professional evaluation is recognized as being constructive in nature and designed to aid the School District to provide the best possible education.

2. Lines of communication are constantly to remain open among all professional personnel involved in the evaluative process.

3. Members of the bargaining unit shall be evaluated according to the adopted evaluation plan currently in effect. The District shall consult representatives of LASA prior to implementing any amendments to the evaluation plan mentioned above.

B. Administrators will be responsible for the supervision, observation and evaluation of teachers in accordance with the provisions of the District's guide entitled, Observation and Evaluation Manual.

C. It is further understood that all privileged personnel have access to data in the personnel office. Any such data dealing in confidential materials and information are not to be

removed or reproduced, if such removal or reproduction violates the sanction of being privileged.

D. 1. Upon request, made in writing three (3) school days in advance, an Administrator shall be permitted to examine his/her official professional employment file except for pre-employment confidential information contained therein.

2. An Administrator shall have the right to respond to any material in his/her file and his/her answer shall be attached to the file copy. No evaluation material shall be placed in an Administrator's file unless the Administrator has had an opportunity to read the material.

3. Upon receipt of their written request as provided above, an Administrator shall have the right to reproduce any items contained in the file, excluding pre-employment confidential information contained therein.

ARTICLE V - TRANSFERS

A. 1. Except in an emergency or unusual circumstance, individuals must be informed in writing thirty (30) days prior to a transfer.

2. An involuntary transfer will be made only after a meeting between the Administrator and the Assistant Superintendent, at which time the Administrator will be notified of the reasons for the proposed transfer. In the event that the Administrator objects to a transfer at this meeting, he/she may appeal to the office of the Superintendent. The Association shall have the opportunity to represent the Administrator at a meeting with the Superintendent or his/her designee if the Administrator requests such representation.

3. Transfers will be effectuated only with approval of the Board of Education.

B. Individuals with tenure who are transferred will not lose that tenure status in accord with provisions of the law and regulations of the Commissioner of Education.

ARTICLE VI - VACANCIES

A. 1. Whenever a vacancy shall occur in the District, the Board shall duly publicize said position in the Administration Building and in each school building. This notice shall clearly set forth a description of the qualifications for the position, including duties, salary and the procedures for the interview and selection.

2. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when application must be submitted, but not less than ten (10) school days before such date. When school is not in session during the summer, five (5) copies of the notice shall be sent to the LASA President.

3. Candidates who desire to apply for a position shall submit their application in writing to the designated Administrator within time limits specified. Failure to apply with time limits shall constitute a waiver of consideration for the position.

4. Any qualified member may apply for such vacancies. In filling such vacancies, the Board agrees to adhere to the policy of soliciting candidates from within the Lindenhurst school system, whenever practicable.

B. An applicant shall receive a letter acknowledging receipt of his/her application and be scheduled for an interview.

C. All candidates shall be notified as to the disposition of their application.

D. In the case of the appointment of a Superintendent, the Board may establish an advisory committee which shall include the President of LASA and one principal selected by the LASA president. The purpose of this committee shall be to aid in the establishment of the qualifications for the position of Superintendent. Members of LASA shall also serve on the screening committee to select the new superintendent. Said committees shall function through existing administrative channels and be responsible to the Superintendent.

ARTICLE VII - JOB SECURITY

A. When, because of organizational changes a position is to be eliminated, the occupant of the position and the President of the Association shall be notified in writing thirty (30) days before such action is to occur. Such notice shall contain a description of where the work assignments contained in the position to be eliminated are to be reassigned.

B. The occupant of the position to be eliminated shall be given the opportunity (1) of returning to the position to which he/she was previously assigned, if vacant or (2) consideration for assignment to any vacancy consistent with his/her qualifications in the discretion of the Superintendent.

ARTICLE VIII - PROFESSIONAL IMPROVEMENT

A. In order to maintain a high standard of education in Lindenhurst, the Board and LASA recognize that attendance at professional conferences annually for professional improvement is highly desirable. Funds will be provided pursuant to the following schedule:

2011-12 School Year \$ 11,500
2012-13 School Year \$ 11,500
2013-14 School Year \$ 11,500

B. Any reasonable expense incurred in attending a District approved meeting, conference, or workshop shall receive reimbursement from the sum indicated above.

C. The time spent away from school to attend District approved conferences or workshops, whether one of his/her choice or the District's choice, shall not be charged against his/her sick days or personal days.

D. The superintendent, or his/her designee, with the assistance of a committee from LASA, will administer this Article.

E. The district will pay the cost of tuition for courses approved in writing by the Superintendent designed to enhance the performance and effectiveness of the administrators in their crucial roles in the district. Courses will be limited to a maximum of one-three hours course per college semester for each administrator. These courses shall be designed to lead the administrator to a doctoral degree or to enhance his/her executive performance.

ARTICLE IX - MILEAGE

A. Mileage reimbursements for transportation by personal automobile for conference or District business, which have the prior approval of the Superintendent or his/her designee, shall be made at the prevailing District rate for mileage fees.

B. Mileage reimbursement shall be made per voucher to include purpose, date of trip, and distance covered.

ARTICLE X - ADMINISTRATIVE CALENDAR & WORK YEAR

A. 1. The regular work year for Principals, Assistant Principals, and Coordinators shall be twelve months from July 1 through June 30, excluding all days during the school year where teachers are not required to report (i.e., holidays, recess periods, snow days, etc.) and periods of vacation as delineated herein and below.

2. Administrators shall work the total number of days specified as follows:

a.	(i)	Secondary Principals	210 days
	(ii)	Elementary Principals	205 days
	(iii)	Assistant Principals	205 days
	(iv)	Department Chairpersons/ Teacher Supervisors	190 days
	(v)	Coordinators	202 days
	(vi)	Administrative Assistants for Discipline	190 days

b. The Superintendent may add up to five (5) days to the work year for each unit member annually for which payment will be made at each unit member's per diem rate.

3. a. Secondary Principals during the months of July and/or August will be required to work the number of days that are necessary to achieve for that year a 210 day work year as delineated above, and as scheduled by the Superintendent or his/her designee. The remaining non-work days during July and/or August shall be deemed non-cumulative vacation days (excluding the July 4th holiday); which are earned and accrued on a pro-rata basis per month (July-June). Unit members shall not receive any additional compensation for any such vacation days above their applicable annual base salary.

b. Elementary Principals during the months of July and/or August will be required to work the number of days that are necessary to achieve for that year a 205 day work year as delineated above, and as scheduled by the Superintendent or his/her designee. The remaining non-work days during July and/or August shall be deemed non-cumulative vacation days (excluding the July 4th holiday); which are earned and accrued on a pro-rata basis per month (July-June). Unit members shall not receive any additional compensation for any such vacation days above their applicable annual base salary.

c. Assistant Principals during the months of July and/or August will be required to work the number of days that are necessary to achieve for that year a 205 day work year as delineated above, and as scheduled by the Superintendent of his/her designee. The remaining non-work days during July and/or August shall be deemed non-cumulative vacation days (excluding the July 4th holiday); which are earned and accrued on a pro-rata basis per month (July-June). Unit members shall not receive any additional compensation for any such vacation days above their applicable annual base salary.

d. Coordinators during the months of July and/or August will be required to work the number of days that are necessary to achieve for that year a 202 day work year as delineated above and as scheduled by the Superintendent or his/her designee. The remaining non-work days during July and/or August shall be deemed non-cumulative vacation days (excluding the July 4th holiday); which are earned and accrued on a pro-rata basis per month (July-June). Unit members shall not receive any additional compensation for any such vacation days above their applicable annual base salary.

4. Unit members shall provide written notice to the Superintendent or his/her designee, at least thirty (30) calendar days in advance, of their intention to resign for the purposes of retirement or otherwise. After providing said notification, the District shall withhold, and LASA on behalf of its membership hereby consents to such withholding from administrators' final paycheck(s), wages, payments, or other compensation for vacation or other days not accrued or worked as of the effective date of resignation. Furthermore, for unit members who are otherwise terminated and/or discharged from employment with the District, the District shall withhold from such administrators' final paycheck(s), wages, payments or other compensation for vacation or other days not accrued or worked as of the effective date of such separation. In the event that the remaining wages, payments or other compensation are insufficient for the purposes of reimbursement to the District as per the above, then such unit member(s) shall enter into a repayment plan with the District in order to reimburse the District for said excess amount. If the unit member fails to abide by the repayment plan the unit member hereby agrees to indemnify, and hold harmless the District for such excess amount, including but

not limited to the interest, costs, disbursements, expenses and reasonable attorneys and other fees for proceedings to recover said excess amount.

ARTICLE XI - HIRING, DISMISSAL & DISCIPLINARY ACTIONS

A. The building principal, when he/she is on duty, shall have primary responsibility for recommending to the Superintendent hiring, dismissal and disciplinary actions regarding all certified personnel in his/her building. In carrying out this responsibility, the building principal, when on duty, will work closely with the staff of the District Personnel Office and any other members of the supervisory administrative staff concerned with the appointment of instructional personnel.

The principal shall seek the advice and will consult with Assistant Principals, Coordinators, Directors, Department Chairpersons, and Central Administration personnel when such advice and consultation are deemed necessary in the interest of the educational process.

B. Central Administration has the right to request the opinions of any other such persons in cases of disciplinary action or dismissal.

ARTICLE XII - ADMINISTRATOR SUBSTITUTES

A. A concerted effort will be made to fill positions which shall be vacant for at least one (1) semester with personnel who have met state certification requirements.

B. The District will be responsible for providing evaluation forms to building principals regarding substitute teachers. Evaluation forms shall be revised only after prior consultation with LASA.

ARTICLE XIII - ACCIDENT, PERSONAL PROPERTY & INJURY PROTECTION

A. — Whenever a member of this unit has an accident on school property, the member shall report said accident to the authorized person who is required to submit accident reports to the school insurance carrier in accordance with established procedures of the District.

B. All cases involving damage to clothing, personal property destroyed or stolen in the course of employment, not otherwise compensated, will be handled as individual cases and paid for by the Board of Education, as authorized by law.

C. When a member of the unit has exercised ordinary care and is not negligent and is injured in the course of duty, he/she shall suffer no loss of pay nor accrued sick days and shall be compensated for any additional medical expenses due to the incident less the amounts provided by insurance programs for as long as he/she is employed.

ARTICLE XIV - 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 services 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. A grievance is a claim which involves the interpretation and application of a term or provisions of this Agreement.

2. An aggrieved party is the party making the claim.

3. It is understood and agreed that both the Board and LASA have the right to utilize all provisions of this article and that grievances may be processed either by the aggrieved party or by LASA or by the Board.

4. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise from differences in interpretation of the provisions of this Agreement which may affect the welfare and/or working conditions of the members of this unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

5. When the aggrieved party is a member of this unit, he/she shall reduce his/her grievance to writing to his/her immediate supervisor who shall discuss the matter with him/her within two (2) regular school days. If, after the initial discussion, the aggrieved party wishes a further meeting, he/she shall be granted such request. This meeting will be held within three (3) regular school days of the request and the aggrieved party may be accompanied by a representative of his/her own choosing. In the event that there is to be a third party at this meeting, the immediate supervisor may have an Administrator of his/her choosing present. The immediate supervisor shall render his/her determination in writing to the aggrieved party and LASA within three (3) school days after the last scheduled meeting. If the grievance is not satisfactorily resolved at this stage, the aggrieved party may appeal in writing to the Superintendent within five (5) school days of receipt of the immediate supervisor's decision. The appeal shall set forth the nature of the grievances and the alleged violation.

6. The superintendent, or his/her designee, shall meet with the aggrieved and his/her representative, if any, within five (5) school days of the receipt of the appeal. The Superintendent shall have ten (10) school days following the meeting in which to render a written determination of his/her findings.

If the grievance is not satisfactorily resolved at this stage, the aggrieved party may, within five (5) school 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 will, within five (5) days of the receipt of the request, submit a report to the Board of Education, setting forth the

grievance, the nature of the violation, and the decision that he/she rendered. The Board of Education may, at its option, either review the case or forward it on to the next stage. If the case is reviewed, it will be considered at a special meeting held within two (2) weeks with the aggrieved and his/her representative and a report rendered within ten (10) school days of the meeting.

8. In the event that the aggrieved person is not satisfied with the disposition of his/her grievance, he/she may, within ten (10) days after receipt of such report, request arbitration in writing to the Superintendent. Within ten (10) school days after such written notice of arbitration, representatives of the Board and LASA shall meet to designate a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator, an arbitrator may be selected from lists supplied either by the American Arbitration Association or the Public Employment Relations Board of Arbitrators experienced in public employment relations with reference to schools. The arbitrator designated by the parties, or otherwise selected, shall issue his/her final award within thirty (30) days after the closing of hearings. He/she shall have no power to add to, detract from, or otherwise vary the terms of the parties' Agreement. His/her award shall be advisory in nature and not binding on either party. The cost of such arbitration procedures shall be borne equally by the Board of Education and LASA.

9. a. The filing or pendency of any grievance 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 on the grievance.

b. Failure at any step 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 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.

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

d. This procedure shall be the sole and exclusive method of resolving a member of this unit's grievance in the Lindenhurst Public Schools as herein defined, except as may otherwise be provided by law.

ARTICLE XV - PERSONAL BENEFITS

LASA members shall receive the following benefits in each year of this Agreement:

A. Health Insurance

Administrators will be required to contribute 10% to the cost of the health insurance premium for both individual and family. Effective July 1, 2005, this contribution shall increase to fifteen percent (15%) of premium. Effective July 1, 2010 this contribution shall increase to

17% of premium for all administrators hired prior to June 30, 2009. Effective July 1, 2009, this contribution shall be 20% of the cost of premium for all employees hired as of that date and thereafter. As to those administrators contributing 17% of premium effective July 1, 2010, said contribution shall be increased to 18% effective July 1, 2013, 19% effective July 1, 2014 and 20% effective July 1, 2015 and thereafter. The District shall participate in a Flexible Benefits Plan approved in accordance with Section 125 of the Internal Revenue Code.

All LASA employees will receive the New York State Health Insurance Program currently in effect. The District may offer and the employee may elect alternative coverages from NYSHIP approved insurance carriers and plans, to unit members pursuant to the rules, regulations, bulletins or other pronouncements of such coverage plans. An employee electing alternative coverage may elect to re-enroll in the District's NYSHIP plan provided that such re-enrollment occurs no earlier than January 1 of the plan year following enrollment in alternative coverage.

Anyone retiring from the district and simultaneously from the New York State Teachers' Retirement System will pay the rate of health insurance in effect in the LASA contract. In order to be eligible for health insurance benefits in retirement as per this paragraph, an administrator must have at least seven (7) full years of consecutive service to the district as an administrator immediately preceding retirement.

Effective July 1, 2013 and thereafter, unit members who decline NYSHIP health insurance from the District shall receive a declination payment equal to 50% of the premium cost of an individual plan.

The above declination payment shall be subject to the New York State Health Insurance Plan (NYSHIP) Policy Memo 122r3. In the event that said memorandum/bulletin and/or NYSHIP rule is repealed, amended, or overturned by a Court or PERB, so as to eliminate or invalidate the memorandum/bulletin and/or disqualification, this provision will become null and void and will no longer be in effect, in which instance, unit members who elected not to participate in the District's health insurance plan shall be eligible for the benefit of the above paragraph retroactive to the date established by the Court and/or PERB. There shall be no declination payment unless the employee declines all District health insurance coverages. There shall be no declination payment for declining any other coverages.

Notwithstanding the above, there shall be no declination payment for unit members first hired by the District on or after July 1, 2013.

B. Life Insurance

One Hundred (100%) percent. Unit members may purchase additional life insurance at their own cost.

C. Dental Insurance

The dental plan shall be the same as that given to Central Office Administrators. LASA Administrators who want family coverage shall contribute Forty-Five Dollars and Twenty-Eight cents (\$45.28) for the family plan with the District paying the balance. Individual dental coverage shall be paid 100% by the District.

D. Sick Days

Twelve (12) days per year.

E. A.P. Days

Three (3) days - annually. Unused AP days may be accumulated and added to sick leave at the end of the year. Administrators shall state the reason for which AP days are taken.

F. Career Increments

The following career increments will be paid pursuant to the following schedule of years of service as an administrator in the bargaining unit:

After five (5) full years	\$1,500
After ten (10) full years	\$1,750 (total \$3,250)
After fifteen (15) full years	\$2,250 (total \$5,500)

Effective July 1, 2013, career increments will be paid pursuant to the following schedule of years of service as an administrator in the bargaining unit:

After five (5) full years	\$2,500
After ten (10) full years	\$1,750 (total \$4,250)
After fifteen (15) full years	\$2,250 (total \$6,500)

Effective July 1, 2014, career increments will be paid pursuant to the following schedule of years of service as an administrator in the bargaining unit:

After five (5) full years	\$2,500
After ten (10) full years	\$2,250 (total \$4,750)
After fifteen (15) full years	\$2,750 (total \$7,500)

G. Sick Leave Bank

The District will allocate one day for each member per year to provide a cumulative pool for the purpose of providing supplementary sick leave benefits as follows:

1. Any member may borrow days from the pool because of prolonged illness.

2. The member who borrows must first use up his/her total accrued days of sick leave in order to draw days from the pool.
3. The member must sign a statement of intent to return all borrowed days to the pool.
4. Repayment, in the form of unused sick days, for borrowed sick days shall occur at the end of each successive school year.
5. Should a member fail to return all borrowed days at the time he/she leaves this District, he/she will reimburse the District for such days still owed.
6. Deductions for dues and Credit Union - The District agrees to deduct dues from Administrators' salaries upon receiving written authorization from the Administrator. LASA shall authorize the District to deduct agency dues from nonmembers' salaries in accordance with the law.

H. Child-bearing and/or Child-rearing Leave

1. Child-bearing

- a. An administrator who is unable to fully perform the role of the administrator due to pregnancy or a pregnancy-related illness may utilize sick leave provisions in the same way as any other administrator who is ill. Effective July 1, 2008 and thereafter, paid leave of absence pursuant to this paragraph shall not be included in connection with an administrator's entitlement to unpaid leave pursuant to FMLA.
- b. The Superintendent of Schools shall receive the required medical certification of the administrator's physical ability to perform her duties prior to the time the administrator returns from this leave.

2. Child-rearing

- a. Administrators shall be granted a child-rearing leave of absence upon written notification to the Superintendent of Schools at least two (2) months before the leave is scheduled to begin. The leave of absence shall be without pay and the step increment will not accrue. The leave shall commence and end at a date mutually agreed upon by the Superintendent of Schools and the applicant, and shall take into consideration both the best interest of the administrator and pupils concerned. In the event of a disagreement as to when the leave shall end, the administrator shall return at the start of the next semester. In the event of a disagreement as to when the leave shall start, the leave shall begin not later than the time that the individual is physically not able to perform his/her duties.
- b. A child-rearing leave may not extend beyond the remainder of one (1) school year and one (1) additional school year.

c. Child-rearing leave may begin prior to the birth of the child.

d. Child-rearing leave may be utilized for adoption of children under the age of three (3).

3. Returning from a leave

a. All benefits and rights accumulated by an administrator prior to the effective date of the leave of absence shall be resumed upon return to service except that this will not conflict with other portions of the contract.

b. Seniority and time toward career increments shall not accrue to persons on child-rearing leave.

I. Bereavement Leave

1. Absences due to the death in the unit member's immediate family for up to seven (7) calendar days shall be permitted. For the purposes of this provision, "immediate family" shall be defined as mother, father, grandmother, grandfather, sister, brother, child, stepchild, spouse, mother-in-law, father-in-law or a relative residing with the unit member at the time of death. Unit members may make requests to the Superintendent or his/her designee to take up to an additional three (3) calendar days of bereavement leave to run consecutively to the initial period of such leave. Such requests for additional leave will be granted or denied at the discretion of the Superintendent or his/her designee. However, such additional days will be charged against the unit member's accumulated unused sick leave.

2. In the event of the death of a relative who is not a member of the unit member's immediately family, such as an uncle, aunt, cousin, brother-in-law, sister-in-law, etc., one (1) day of absence without loss of pay shall be permitted, provided such absence is for the purposes of attending a funeral, burial services, or to address some essential function in relation to the death, without charge against accumulated unused sick leave. Unit members shall be permitted to make requests for additional bereavement leave days up to a maximum of two (2) calendar days which shall run consecutively with the aforementioned original period of bereavement leave. Such requests for additional leave will be granted or denied at the discretion of the Superintendent or his/her designee. However, such additional days shall be charged against the unit member's accumulated unused sick leave.

ARTICLE XVI - LONG-TERM DISABILITY

The District will provide long-term disability insurance for members of this unit at a cost to the District of \$100.00 per member.

ARTICLE XVII - STAFF NEEDS

A. Department Chairpersons responsible for seventeen (17) or fewer teachers in the department may be required to teach two (2) classes per day. Department Chairpersons responsible for eighteen (18) or more teachers in the department may be required to teach one (1) class per day. The above schedule is contingent upon chairpersons involving themselves in managerial tasks.

B. Clerical assistance will be provided for the Department Chairpersons. This assistance will be in the form of additional clerical staff, which will be provided for the use of the Department Chairpersons in the Senior High School.

ARTICLE XVIII - GENERAL

A. It is the prerogative of the District to continue existing policies or to initiate new policies referring or relating to members of this negotiating unit provided such policies are not altered, amended, or in any way changed by the provisions of this Agreement.

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

C. For the duration of this Agreement, 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 part of the established practices of the Board.

D. If any provision of this Agreement or any application of this Agreement to any Administrator or group of Administrators shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to be in full force and effect.

E. It is agreed further that none of the provisions of this Agreement become effective until the entire Agreement is completed and ratified by the Board and LASA.

ARTICLE XIX - LASA SCHEDULE

- A. (1) Year 1 (2011/12) - 0%
- Year 2 (2012/13) - 0%
- Year 3 (2013/14) - 1.5%
- Year 4 (2014/15) - 1.5%
- Year 5 (2015/16) - 1.5%

See attached salary schedule.

(2) Salary Adjustments - In addition to the salary set forth above, effective retroactive to July 1, 2012, administrators tenured as of that date, shall receive an increase to salary of \$3,000. Administrators who achieve tenure effective on July 1, 2012 or thereafter, shall receive the aforementioned \$3,000 increase effective retroactive to the date upon which they received tenure.

(3) Summer School—Salaries for summer school assignments shall be increased by the same percentage as referred to in Paragraph A(1) above.

B. A Salary Structure Committee shall be formed by the District and LASA for the purpose of reviewing salaries and positional relationships for the purpose of recommending a salary structure. The parties agree that compensation for special assignments as determined by the Superintendent and the Board shall be negotiated with LASA.

The Salary Structure Committee shall be composed of representatives of the Board and/or the Superintendent, the President of LASA and his/her designated unit representatives. The report and recommendations of this Committee are to be advisory in nature.

C. Salary payments to Administrators shall be made in twenty-six (26) equal installments, paid bi-weekly.

ARTICLE XX - UNUSED SICK LEAVE

A. Administrators eligible for retirement, who meet the necessary requirements for retirement as defined in the New York State Retirement System, and provide an irrevocable written notice by April 1st of their intent to retire, shall receive compensation for unused sick leave at the rate of 1/2 of each day of unused sick leave, up to a maximum of 199 days into a tax deferred annuity as delineated below. For the purposes of this clause, a day's pay shall be computed at 1/200th of the final year's salary. The District agrees to make the aforementioned payment as an Employer Non-elective 403(b) contribution on behalf of each retiring unit member which Non-elective contribution shall equal the dollar amount of the Unused Sick Leave Pay amount provided in this section. Such Employer Non-elective 403(b) contributions shall be made subject to the terms and provisions of the Memorandum of Agreement attached as Appendix A.

Except as otherwise set forth herein, Administrators who have accumulated more than 200 days shall be paid 1/200th of the final years salary for each such day accumulated, into the aforesaid tax deferred annuity, in addition to the annuity payment provided in the paragraph above.

B. Effective July 1, 2001, administrators with nine (9) years of service or less with the District, and all administrators hired effective July 1, 2001 and thereafter, shall not be entitled to be compensated for sick leave accumulation beyond 199 days as set forth in paragraph A above. All such compensation due these administrators pursuant to this provision shall be made into the aforesaid tax deferred annuity. All administrators will have the option to be compensated

annually for unused sick days at their current rate of pay times one-half (1/2) the number of unused sick days, to a maximum of 7.5 paid days annually as a non-elective employer contribution paid into the administrator's designated 403(b) tax deferred annuity account in the year for which this option is exercised, provided same is permitted by the District's 403(b) administrator Omni, and unless otherwise prohibited by law. Such employer non-elective annual 403(b) contributions shall be made subject to the terms and provisions of the Memorandum of Agreement attached as Appendix A. This payment shall be in lieu of accumulating sick days for future use or payment into the aforementioned 403(b) account. Administrators opting for this annual payment into a tax deferred 403(b) annuity must provide notification to the District's Instructional Personnel Office no later than February 1st, using the appropriate form designated by the District.

Any member of the bargaining unit who dies while in active service will be considered to have retired on the date of his/her death for purposes of payment of accumulated sick days. The administrator's designated beneficiary, or his/her estate if either no beneficiary has been designated or the designated beneficiary pre-deceases the administrator, will receive payment for accumulated sick days as provided in this collective bargaining agreement as an Employer Non-elective 403(b) contribution, unless such payment is prohibited by the Internal Revenue Code, rule, legislative act, or court of law, in which case such payment shall be made in cash. Such employer non-elective contribution shall be subject to the terms and provisions of the Memorandum of Agreement attached as Appendix A.

C. Payment of said entitlement shall be pursuant to the memorandum of agreement dated May 8, 2013, a copy of which is attached as Appendix A.

ARTICLE XXI - EXTRA DUTIES

In the event a person is asked to assume the duties of another Administrator for a prolonged time in addition to his/her own duties, at the request of the concerned Administrator, the Superintendent of Schools or the Assistant Superintendent shall review the duties for the purpose of recommendation and discussion with the Board of Education.

ARTICLE XXII - DURATION OF AGREEMENT

All articles and provisions of this Agreement shall become effective on July 1, 2011 and shall remain in effect through June 30, 2016.

ARTICLE XXIII - TAYLOR LAW NOTICE, 204-a

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.

ARTICLE XXIV - COACHING ASSIGNMENTS

Administrators will be prohibited from coaching athletic teams, except as noted below:

- A. Administrators who coached in the 1986-87 school year will be grandfathered and may continue to coach those teams until such time that there is a break in their coaching service.
- B. Exceptions may be granted by the Superintendent
- C. This provision does not apply to clubs or similar extracurricular activities.

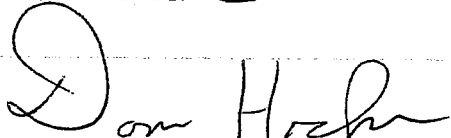
ARTICLE XXVI - JOB DESCRIPTIONS


Within one calendar year of the signing of this agreement, job descriptions containing performance related standards for each L.A.S.A. title will be in place. These job descriptions will be arrived at through the collective efforts of the Superintendent and his/her designee(s) along with representatives from each title within the L.A.S.A. unit. Information from one group will be shared with each succeeding group. Specifically job descriptions will be formulated for:

- a) secondary building principals
- b) elementary building principals
- c) secondary assistant principals
- d) coordinators
- e) chairpersons
- f) administrative assistants for discipline

If at the end of said one-year period, a description has not been created for any and/or all enumerated positions, then same shall be created by the Superintendent.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals in duplicate this 30th day of June 2014.


DONNA HOCHMAN
LINDENHURST UFSD


FRANK D. NACCARATO, JR.
LINDENHURST ASSOCIATION
OF SCHOOL ADMINISTRATORS

LASA SALARIES

2012-2013

<u>NAME</u>	<u>TITLE</u>	<u>LASA START DATE</u>	<u>CONTRACT SALARY</u>	<u>LONG*</u>	<u>Tenure</u>	<u>TOTAL SALARY</u>
<u>ADMINISTRATIVE ASST FOR DISCIPLINE</u>						
Cobb, Charles	Dean--HS	7/11/2007	77,827	-	3,000	80,827
Deptuch, Donna	Dean--HS	8/30/2004	85,192	1,500	3,000	89,692
Natale, Patricia	Dean--MS	7/11/2007	77,827	1,500	3,000	82,327
Sebald, Hans	Dean--MS	8/3/2006	80,855	1,500	3,000	85,355

ASSISTANT PRINCIPALS

Campbell, James	AP for Discipline HS	9/7/2000	111,691	3,250	3,000	117,941
Flannelly, Linda	AP--High School	9/1/1998	112,720	3,250	3,000	118,970
Schuelein, Derek	AP--High School	7/6/2011	108,000	-	-	108,000
DiBiase, Leonard	AP--Middle School	7/1/2009	98,325	-	3,000	101,325
Hoffman, Bruce	AP--Middle School	8/4/2005	101,484	1,500	3,000	105,984
Andruszkiewicz, J	AP--Middle School	1/28/2013	*105,000			

CHAIRPERSONS

Kaye, Linda	Sped Chair--CPSE	7/1/1998	114,223	3,250	3,000	120,473
Grandin, D	Sped Chair--HS	12/10/2007	90,000	-		90,000
Carroll, Jill	Sped Chair--MS	8/30/2012	90,000			90,000

COORDINATORS

Amesti, Anthony	Director of Athletics	8/2/2010	120,000			120,000
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Caravana, Vincent	Coord English	7/1/2009	108,675		3,000	111,675
Donnellan, Barbara	Coord Guidance	2/26/2001	119,653	3,250	3,000	125,903
Ward, Douglas	Coord Instr. Tech	7/13/2001	112,487	3,250	3,000	118,737
Nagle, Christine	Coord Language Arts	9/10/1998	118,020	3,250	3,000	124,270
Sciremammano, M	Coord Math	7/11/2007	97,375	1,500	3,000	101,875
Wong, Trecia	Coord Math	10/18/2012	103,000		-	103,000
Carboy, Lisa	Coord Foreign Lang/ESL	9/1/2010	95,000			95,000
Marvel, Rose	Coord Mus/Art	8/5/2010	110,000			110,000
Ostroff, Janna	Cood Science	8/25/2011	103,000			103,000
Finder, Richard	Coord Social Studies	7/1/2001	109,955	3,250	3,000	116,205

ELEMENTARY PRINCIPALS

Domanico, Linda	Principal-Daniel St	8/30/2010	108,000		-	108,000
Newman, Laura	Principal--Alleg. Ave	2/5/2007	115,897	1,500	3,000	120,397
Smawley, Donna	Principal--W. Gates	10/1/2004	118,146	1,500	3,000	122,646
Chamberlin, Brian	Principal--Harding	2/28/2000	114,691	3,250	3,000	120,941
Omeis, Lisa	Principal--Albany	7/1/2002	122,558	3,250	3,000	128,808
Castine, Patricia	Principal--Wm Rall	2/9/2009	114,989		3,000	117,989

SECONDARY PRINCIPALS

Giordano, Daniel	Principal--HS	8/1/1997	156,253	5,500	3,000	164,753
Naccarato, Frank	Principal--MS	8/30/1999	139,228	3,250	3,000	145,478
Picozzi, Frank	Associate Principal	2/2/1989	148,555	5,500	3,000	157,055

* Longevity Prorated based on date of hire

LASA SALARIES

2013-2014

<u>NAME</u>	<u>TITLE</u>	<u>LASA START DATE</u>	<u>CONTRACT SALARY</u>	<u>LONG*</u>	<u>Tenure**</u>	<u>TOTAL SALARY</u>
<u>ADMINISTRATIVE ASST FOR DISCIPLINE</u>						
Cobb, Charles	Dean--HS	7/11/2007	82,039.00	2,500		84,539
Natale, Patricia	Dean--MS	7/11/2007	82,039.00	2,500		84,539
<u>ASSISTANT PRINCIPALS</u>						
Campbell, James	AP for Discipline HS	9/7/2000	116,412.00	4,250		120,662
Flannelly, Linda	AP--High School	9/1/1998	117,456.00	6,500		123,956
Schuelein, Derek	AP--High School	7/6/2011	109,620.00	-		109,620
Caravana, Vincent	AP--High School	7/1/2009	120,000.00			120,000
Noviello, Daniel	AP--High School	11/7/2013	105,000.00			105,000
DiBiase, Leonard	AP--Middle School	7/1/2009	102,845.00	-		102,845
Hoffman, Bruce	AP--Middle School	8/4/2005	106,051.00	2,500		108,551
Andruszkiewicz, J	AP--Middle School	1/28/2013	106,575.00			106,575
<u>CHAIRPERSONS</u>						
Kaye, Linda	Sped Chair--CPSE	7/1/1998	118,981.00	6,500		125,481
Interim	Sped Chair-HS			-		-
Carroll, Jill	Sped Chair--MS	8/30/2012	91,350.00			91,350
<u>COORDINATORS</u>						
Amesti, Anthony	Director of Athletics	8/2/2010	121,800.00		3,000	124,800
Civita, Alyson	Coord English	8/8/2013	115,000.00			115,000

Donnellan, Barbara	Coord Guidance	2/26/2001	124,493.00	4,250	128,743
Waters, Kelly	Director of Technology	8/29/2013	108,000.00		108,000
Morgan, Stacey	Coord Literacy & Ele Math	8/8/2013	108,000.00		108,000
Wong, Trecia	Coord Math	10/18/2012	104,545.00		104,545
Carboy, Lisa	Coord Foreign Lang/ESL	9/1/2010	96,425.00	3,000	99,425
Marvel, Rose	Coord Mus/Art	8/5/2010	111,650.00	3,000	114,650
Young, Chrystie	Cood Science	7/1/2013	108,000.00		108,000
Finder, Richard	Coord Social Studies	7/1/2001	114,649.00	4,250	118,899

ELEMENTARY PRINCIPALS

Domanico, Linda	Principal-Daniel St	8/30/2010	120,000.00	3,000	123,000
Newman, Laura	Principal--Alleg. Ave	2/5/2007	120,680.00	2,500	123,180
Smawley, Donna	Principal--W. Gates	10/1/2004	122,963.00	2,500	125,463
Chamberlin, Brian	Principal--Harding	2/28/2000	119,456.00	4,250	123,706
Omeis, Lisa	Principal--Albany	7/1/2002	127,441.00	4,250	131,691
McKenna, Farrah	Principal--Wm Rall	7/1/2013	123,000.00		123,000

SECONDARY PRINCIPALS

Giordano, Daniel	Principal--HS	8/1/1997	161,642.00	6,500	168,142
Naccarato, Frank	Principal--MS	8/30/1999	144,361.00	4,250	148,611

*Longevity Prorated based on date of hire

**Tenure Prorated based on tenure date

LASA SALARIES

2014-2015

<u>NAME</u>	<u>TITLE</u>	<u>LASA START DATE</u>	<u>CONTRACT SALARY</u>	<u>LONG*</u>	<u>Tenure**</u>	<u>TOTAL SALARY</u>
<u>ADMINISTRATIVE ASST FOR DISCIPLINE</u>						
Natale, Patricia	Dean--MS	7/11/2007	83,270.00	2,500		85,770
<u>ASSISTANT PRINCIPALS</u>						
Campbell, James	AP for Discipline HS	9/7/2000	118,158.00	4,750		122,908
Flannelly, Linda	AP--High School	9/1/1998	119,218.00	7,500		126,718
Schuelein, Derek	AP--High School	7/6/2011	111,264.00	-	3,000	114,264
Caravana, Vincent	AP--High School	7/1/2009	121,800.00	2,500		124,300
Noviello, Daniel	AP--High School	11/7/2013	106,575.00			106,575
DiBiase, Leonard	AP--Middle School	7/1/2009	104,388.00	2,500		106,888
Hoffman, Bruce	AP--Middle School	8/4/2005	107,642.00	2,500		110,142
Andruszkiewicz, J	AP--Middle School	1/28/2013	108,174.00			108,174
<u>CHAIRPERSONS</u>						
Kaye, Linda	Sped Chair--CPSE	7/1/1998	120,766.00	7,500		128,266
Interim	Sped Chair-HS			-		-
Vacant	Sped Chair--MS					-
<u>COORDINATORS</u>						
Amesti, Anthony	Director of Athletics	8/2/2010	126,672.00			126,672
Civita, Alyson	Coord English	8/8/2013	116,725.00			116,725

Donnellan, Barbara	Coord Guidance	2/26/2001	126,360.00	4,750	131,110
Waters, Kelly	Director of Technology	8/29/2013	109,620.00		109,620
Morgan, Stacey	Coord Literacy & Ele Math	8/8/2013	109,620.00		109,620
Wong, Trecia	Coord Math	10/18/2012	106,113.00		106,113
Carboy, Lisa ***	Coord Foreign Lang/ESL	9/1/2010	100,916.00		100,916
Marvel, Rose	Coord Mus/Art	8/5/2010	116,370.00		116,370
Young, Chrystie	Cood Science	7/1/2013	109,620.00		109,620
Finder, Richard	Coord Social Studies	7/1/2001	116,369.00	4,750	121,119

ELEMENTARY PRINCIPALS

Domanico, Linda	Principal-Daniel St	8/30/2010	124,845.00	-	124,845
Newman, Laura	Principal--Alleg. Ave	2/5/2007	122,490.00	2,500	124,990
Smawley, Donna	Principal--W. Gates	10/1/2004	124,807.00	4,750	129,557
Chamberlin, Brian	Principal--Harding	2/28/2000	121,248.00	7,500	128,748
Omeis, Lisa	Principal--Albany	7/1/2002	129,353.00	4,750	134,103
McKenna, Farrah	Principal--Wm Rall	7/1/2013	124,845.00		124,845

SECONDARY PRINCIPALS

Giordano, Daniel	Principal--HS	8/1/1997	164,067.00	7,500	171,567
Naccarato, Frank	Principal--MS	8/30/1999	146,526.00	7,500	154,026

*Longevity Prorated based on date of hire

**Tenure Prorated based on tenure date

***Based on Tenure being approved prior year

LASA SALARIES

2015-2016

<u>NAME</u>	<u>TITLE</u>	<u>LASA START DATE</u>	<u>CONTRACT SALARY</u>	<u>LONG*</u>	<u>Tenure**</u>	<u>TOTAL SALARY</u>
<u>ADMINISTRATIVE ASST FOR DISCIPLINE</u>						
Natale, Patricia	Dean--MS	7/11/2007	84,519.00	2,500		87,019
<u>ASSISTANT PRINCIPALS</u>						
Campbell, James	AP for Discipline HS	9/7/2000	119,930.00	7,500		127,430
Flannelly, Linda	AP--High School	9/1/1998	121,006.00	7,500		128,506
Schuelein, Derek***	AP--High School	7/6/2011	115,978.00	-		115,978
Caravana, Vincent	AP--High School	7/1/2009	123,627.00	2,500		126,127
Noviello, Daniel	AP--High School	11/7/2013	108,174.00			108,174
DiBiase, Leonard	AP--Middle School	7/1/2009	105,954.00	2,500		108,454
Hoffman, Bruce	AP--Middle School	8/4/2005	109,257.00	4,750		114,007
Andruszkiewicz, J**	AP--Middle School	1/28/2013	109,797.00		3,000	112,797
<u>CHAIRPERSONS</u>						
Kaye, Linda	Sped Chair--CPSE	7/1/1998	122,577.00	7,500		130,077
Interim	Sped Chair-HS					-
Vacant	Sped Chair--MS					-
<u>COORDINATORS</u>						
Amesti, Anthony***	Director of Athletics	8/2/2010	128,572.00	2,500		131,072
Civita, Alyson	Coord English	8/8/2013	118,476.00			118,476

Donnellan, Barbara	Coord Guidance	2/26/2001	128,255.00	7,500		135,755
Waters, Kelly	Director of Technology Coord Literacy & Ele	8/29/2013	111,264.00			111,264
Morgan, Stacey	Math	8/8/2013	111,264.00			111,264
Wong, Trecia**	Coord Math	10/18/2012	107,705.00		3,000	110,705
Carboy, Lisa ***	Coord Foreign Lang/ESL	9/1/2010	102,430.00	2,500		104,930
Marvel, Rose	Coord Mus/Art	8/5/2010	118,116.00	2,500		120,616
Young, Chrystie	Cood Science	7/1/2013	111,264.00			111,264
Finder, Richard	Coord Social Studies	7/1/2001	118,115.00	4,750		122,865

ELEMENTARY PRINCIPALS

Domanico, Linda	Principal-Daniel St	8/30/2010	126,718.00	2,500		129,218
Newman, Laura	Principal--Alleg. Ave	2/5/2007	124,327.00	2,500		126,827
Smawley, Donna	Principal--W. Gates	10/1/2004	126,679.00	4,750		131,429
Chamberlin, Brian	Principal--Harding	2/28/2000	123,067.00	7,500		130,567
Omeis, Lisa	Principal--Albany	7/1/2002	131,293.00	4,750		136,043
McKenna, Farrah	Principal--Wm Rall	7/1/2013	126,718.00			126,718

SECONDARY PRINCIPALS

Giordano, Daniel	Principal--HS	8/1/1997	166,528.00	7,500		174,028
Naccarato, Frank	Principal--MS	8/30/1999	148,724.00	7,500		156,224

*Longevity Prorated based on date of hire	**Tenure Prorated based on tenure date	***Based on Tenure being approved prior year	
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