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**AGREEMENT BETWEEN**  
**THE BOARD OF EDUCATION**  
**OF THE**  
**RYE CITY SCHOOL DISTRICT**  
**AND THE**  
**RYE ADMINISTRATORS ASSOCIATION**

July 1, 2006 – June 30, 2010

**RECEIVED**

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

11



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**THIS AGREEMENT** is made as of the 1st day of July, 2006 by and between the Board of Education, City School District, Rye, New York (Rye Public Schools), hereafter called the "Board" and the Rye Administrators Association, hereafter called the "Association."

**WHEREAS**, the Board and the Association recognize that the attainment of the philosophy, goals, and objectives of the educational program requires mutual understanding, cooperation, and good faith on the part of the Board, the Superintendent of Schools ("superintendent") and the administrative staff, the Association, and all certified personnel employed by the Board;

**WHEREAS**, on and before April 21, 1967, the Rye Teachers Association did duly represent all certified personnel employed by the Board for the purposes of collective bargaining and grievance administration, and was so recognized by the Board;

**WHEREAS**, as of June 30, 1970, the Rye Principals Group was recognized by the Board as the representative of all principals and assistant principals employed by the Board for the purpose of collective bargaining and grievance administration;

**WHEREAS**, as of June 30, 1995 the name of the Rye Principals Group was changed to Rye Administrators Association and includes all principals, assistant principals, the Dean of Students, the Director of Physical Education, Health and Athletics, and the Director of Special Services and the Director of Curriculum, Instruction and Staff Development.

**IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I**

**Recognition**

- A. The Board shall until June 30, 2010 continue to recognize the Rye Administrators Association as the exclusive representative for the purpose of bargaining collectively and entering into a written contract (hereinafter the "Agreement") with the Rye Administrators Association in determining terms and conditions of employment and in the determination of, and administration of grievances arising under the terms and conditions of employment; provided, however, that such exclusive recognition shall not preclude an employee from presenting grievances to the Board or its representative and to have such grievances adjusted without intervention of the Association, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect; and, provided further, that the Association has been given the opportunity to be present at such adjustment.
  
- B. The Rye Administrators Association agrees that it does not and will 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 such a strike.
  
- C. This Article shall continue in full force and effect until June 30, 2010 and shall be automatically renewed thereafter for a period of two (2) years unless either party notifies the other, in writing, at least thirty (30) days prior to March 1, 2006, or any subsequent biennial anniversary date, of its desire to make changes in this Article or to terminate it.

## ARTICLE II

### Agency Fees

- A. The Board agrees to deduct from the salaries of its employees governed by this contract, dues, if any, for the Rye Administrators Association. Effective July 1, 2006, the Rye City School District shall deduct from the wage or salary of all employees in the bargaining unit defined by Article I of this agreement, including those who are not members of the Rye Administrators Association and shall transmit the sum, if any, so deducted to the Rye Administrators Association, in accordance with Section 208.3(b) of Article 14 of the Civil Service Law as amended. The Rye Administrators Association affirms that it has adopted and will maintain such procedure for refund of agency fee deduction as required in section 208.3(b) of Article 14 of the Civil Service Law, as amended.

The agency fee deduction shall be made following the same procedures as applicable for dues deduction provided for in Paragraph C of this Article.

The Rye Administrators Association shall indemnify and hold harmless the Rye City School District from the claims of any employee made in connection with the implementation of this provision.

- B. The Rye Administrators Association shall certify to the Board in writing the current rate of membership dues, if any. The Rye Administrators Association shall notify the Board thirty (30) days prior to the effective date of any change in the rate of membership dues.
- C. Deductions referred to in Article II Paragraph A above, shall be made in six (6) equal installments beginning with the first pay period in October. Each year, no later than two weeks prior to the first pay period in October, the Rye Administrators Association shall provide the Board with an alphabetical listing of the Group members (by school) and new authorizations for any Association members wishing to change their dues deductions.

- D. The Board shall, following each pay period during which a dues deduction is made, transmit the amount of deducted dues to the Rye Administrators Association.

### **Professional Save Harmless Clause**

The Rye City School District ("District") agrees, as a further condition to this employment Contract, that it shall defend, hold harmless, and indemnify the Rye Administrators Association members individually and collectively from any and all demands, claims, suits, actions and legal proceedings brought by a party other than the District against an administrator in his/her individual capacity, or his/her official capacity as agent and employee of the District, provided the incident arose while the administrator was acting within the scope of his/her employment. If, in the good faith opinion of the administrator, a conflict exists as regards the defense to such claim between the legal position of the administrator and the legal position of the District, the administrator may engage counsel in which event the District shall indemnify the administrator for the cost of legal defense.

## **ARTICLE III**

### **Academic Freedom**

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the U. S. Constitution and the U. S. Bill of Rights and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for administrator, teacher and student is affirmed. It is further recognized that exercise of academic freedom places a corresponding burden of academic responsibility on all persons to maintain academic freedom of all people, to preserve the boundaries of propriety and good taste, and to refrain from undue or unnecessary embarrassment to individuals and groups.



- B. Freedom of individual conscience, association, and expression for administrator, teacher and student will be encouraged and fairness in procedures will be affirmed both to safeguard the legitimate interests of the district and to exhibit by appropriate examples the basic objectives of a democratic society.

## ARTICLE IV

### Teachers' Agreement Consultation

The Association will be consulted and allowed to react to the existing agreement with the Rye Teachers Association as it affects the administrators in the performance of their duty.

Further, the Association will be consulted and kept informed, at every step as a new Teachers Agreement is finalized. It is recognized, however, that in the final phase of negotiations the Board will have to make some decisions without benefit of consultation.

Further, the Association will be consulted, kept informed and allowed to react to proposed changes or additions in Board Policies and by-laws and the Central Administration Procedures when these changes or additions will affect the administrator in the performance of his/her duties.

Further, the Association will be given the opportunity of presenting a position on matters which affect the performance of duty directly to the Board so long as this request is made through the superintendent.

In lieu of meeting with the entire Board, the Association may agree to meet with the Board's negotiating committee.

## ARTICLE V

### Compensation

#### SALARIES

- A. Salary shall increase 3.6% for each year of the agreement, 2006-2007 through 2009-2010. The formula and step structure in effect during the

2005-2006 school year will remain in effect each year of the agreement as per Attachment #1.

- B. Initial salaries of newly hired members of the Association will be determined on the basis of Attachment #2.
- C. Payroll periods shall be bi-weekly on a schedule prepared by the District's business office.

## ARTICLE VI

### Evaluation

The evaluation forms and procedures and Professional Growth Plan as per Attachments #3 and #4 (Professional Growth Plan) for members of the Association, developed jointly with the Board, will be used, subject to annual joint review and revisions.

The superintendent reserves the right to personally evaluate any member of the Association. Generally, responsibilities for evaluation are apportioned as follows:

- A. The superintendent will evaluate:
  - 1. Each Elementary School Principal
  - 2. The High School Principal
  - 3. The Middle School Principal
  - 4. The Director of P.E. Health & Athletics
  - 5. The Director of Special Education
- B. The High School Principal will evaluate the High School Assistant Principals.
- C. The Middle School Principal will evaluate the Middle School Dean of Students.
- D. The Assistant Superintendent will evaluate the Director of Curriculum.
- E. No other persons or groups are authorized to formally evaluate members of the Association.

## **ARTICLE VII**

### **Employment and Termination**

Administrators employed after July 24, 1975 shall be appointed to a probationary period in accordance with Section 2509 of the Education Law.

If an administrator's service is to be discontinued during a probationary period, or during the period of an existing individual contract, it is to be discontinued in accordance with the provisions of the Education Law. The superintendent, under normal circumstances, shall inform an administrator of his or her intention to recommend to the Board the discontinuance of an administrator's probationary service, or service under an existing individual contract, at least 90 days prior to the end of the probationary period or prior to the end of the individual contract.

The termination of a tenured administrator shall take place in accordance with Section 3020-a of the Education Law.

## **ARTICLE VIII**

### **Employee Benefits**

#### **A. Medical Surgical Insurance Plan**

The Board agrees to provide a medical/surgical insurance plan and Administrators agree to a healthcare contribution on the following schedule:

2006-2007 – 11.25% of the cost of the health insurance premiums chosen by the administrator.

2007-2008 – 12.50% of the cost of the health insurance premiums chosen by the administrator.

2008-2009 – 13.75% of the cost of the health insurance premiums chosen by the administrator

2009-2010 – 15.00% of the cost of the health insurance premiums chosen by the administrator.

Retirees shall pay the same contribution toward health insurance premiums as active employees except, however, retirees shall not contribute to the cost of health insurance premiums upon attaining the age of 65.

Any Administrator who elects in any year not to participate in the medical insurance plan will receive 75% of the individual medical insurance premium (which would have been paid by the District) if the Administrator were eligible for individual coverage or 100% of the individual insurance premium (which would have been paid by the District) if the Administrator were eligible for family coverage. An Administrator who so elects shall advise the superintendent by September 1 of the Administrator's intent not to participate during the ensuing year.

In the event that an agreement for cooperative participation may be reached with one or more other school districts, funding of employee benefits may be jointly administered by said districts. The Board shall also have the authority to select the carriers, provided that coverage will not be less than that provided effective June 30, 1998.

**B. District Welfare Fund**

Administrators are eligible for benefits provided by the Rye City School District Employees' Welfare Fund, which currently consists of a dental plan, group life insurance, a vision plan, and a flexible override benefit. A Board of Trustees, which includes representation from each bargaining group, is responsible for the oversight of Welfare Fund benefits. Complete details of the Welfare Fund benefits are described in the Dental and Flexible Benefits Program booklet and the Vision Care booklet provided to each employee.

The Welfare Fund shall be the same as for the RTA, as all members must have an equal contribution for an equal benefit.

**C. Rye Administrators Association Override Fund**

In addition to the fund noted in Section B, the Board agrees to provide \$1,200 per member per year in 2006-2007, \$1,250 in 2007-2008, \$1,300 in 2008-2009 and \$1,350 in 2009-2010.

D. **Life Insurance**

The life insurance provision of the contract will provide for \$150,000 of term life insurance coverage. The universal life policies held by current members of the Administrators Association shall continue to be paid by the Board.

**NOTE:** If the current or future tax laws of the Federal and/or State governments prohibit certain costs to be tax free to any member of the Association, the Board agrees to negotiate with the group to find other legal means of providing the dollar figure of the benefit. However, it is agreed by both parties that the dollar amount will not be added to the base salary.

E. **Disability Insurance**

The District shall reimburse unit members hired prior to 1996 at their premium rate plus 25%. The District will reimburse all other members in the amount of \$1,375 per annum for the cost of disability insurance.

F. **Professional Development**

The Board agrees to reimburse members of the Association, up to \$950 for each of the contract years, for membership fees in professional organizations.

G. **Work Year**

The members of the Rye Administrators Association agree that they are 12 month employees who are entitled to 22 week day vacation days annually during the summer, and holidays and vacations during the school year as noted in the District's approved calendar. Administrators will begin work four (4) days before teachers report in August/September [except the principal of the summer school] if the teacher work year begins prior to Labor Day. If the teacher work year begins after Labor Day, administrators shall begin their work assignment according to current contract language.

### Summer Meetings

The members of the Association agree to be available for meetings called at the discretion of the superintendent for the period from the end of school up to June 30 of a current school year and within the prescribed work year noted above for the period prior to Labor Day.

### Other Benefits

- If a common district-wide vacation schedule is negotiated with the other bargaining units, the Association will be consulted in determining the common schedule.
- The District Employee Assistance Plan shall be available to Association members.
- The Association contract shall allow for implementation of a retirement incentive plan at the Board's discretion.

### Notification of Retirement

- **Administrators are encouraged to provide the Board of Education with a six-month notification of retirement.**

## ARTICLE IX

### Vacations/Leaves of Absence/Personal and Professional Days

#### A. Vacation

Apart from the vacation days authorized by the District calendar (Article IX, Work Year (Section G) members of the Rye Administrators Association are entitled to twenty-two (22) vacation days per year which are generally used in July and August of the fiscal year immediately after the end of the school year. Vacation days are available to an administrator throughout the year with the approval of the superintendent. Vacation days are not cumulative and shall be lost if not taken by August 31, 14 months from the fiscal year earned (e.g., vacation days earned during the 1999-2000 fiscal year must be used by August 31, 2001) or

they shall be lost. The superintendent may grant special permission for up to 5 carryover days. Upon disassociation with the District, each administrator shall be entitled to his/her per diem rate of pay for any vacation days accrued up to a maximum of 22.

**B. Personal Illness**

The lengths of time an administrator may be absent for personal illness and continue to receive full pay shall be limited only by the decision of the Board.

As provided by law, in instances where a long-term illness or disability is evident or anticipated, and depending on the nature of the illness or disability, an administrator will be required to submit monthly or bi-monthly statements from a physician describing the conditions underlying the need for the leave. An administrator who has been absent because of a long term illness or disability who intends to return to work must also submit a physician's statement attesting to the administrator's ability to resume his or her duties.

In the case of long term illness or disability, when an administrator is required to submit a physician's statement, the superintendent will inform the administrator by letter that such a statement must be submitted by the administrator on a monthly basis, and that the administrator's salary check will be withheld if the administrator does not submit such a statement. In no event will such a statement be required while the administrator is hospitalized. If, in any month, the administrator fails to submit a physician's statement, the superintendent will send the administrator a letter, to his or her last known residence address, by certified mail, return receipt requested, requiring the administrator to submit a physician's statement within 15 days of the date of the letter, and advising the administrator that, otherwise, salary checks shall be withheld. If the administrator does not submit this statement, the superintendent may withhold the administrator's salary checks. If an administrator submits a physician's statement as provided for in this paragraph A of Article X, the administrator will be entitled to receive any salary checks which have been withheld.

### **C. Child Care/Adoption**

Within twelve (12) months after the birth or adoption of a child, the Board shall grant an unpaid Child Care/Adoption Leave. The following conditions or exceptions shall apply:

1. An administrator taking Child Care/Adoption Leave is guaranteed a minimum of two full semesters of leave, in addition to the remainder of the semester in which the administrator commences leave under this provision. A shorter leave may be taken at the option of the administrator.
2. After taking Child Care/Adoption Leave, an administrator shall work for two full semesters before being eligible to take a leave of absence pursuant to Article X (K). The Board may, in its discretion, waive this provision in extraordinary circumstances.
3. A request for a Child Care/Adoption Leave must be given in writing to the superintendent at least ninety (90) days prior to the date the administrator intends to begin the leave. The administrator shall at this time also inform the superintendent of the anticipated date he or she intends to return from the leave so appropriate planning can take place for substitute personnel.
4. An administrator shall notify the superintendent by September 24 of his or her intention to return to work in the Spring semester. An administrator shall notify the superintendent by March 24 of his or her intention to return to work in the Fall semester.
5. The Board shall authorize sick leave in accordance with Article X Leaves of Absences - Section B of this contract for disability associated with a pregnancy. Such disability shall be similar to other incapacitating illnesses for which sick leave is generally granted.
6. An administrator, upon returning from a disability leave and/or granted Child Care/Adoption Leave totaling twelve (12) weeks or less, shall be entitled to the same or equivalent position; and upon returning from a disability leave granted pursuant to Article X, Section B, and/or child care for adoption leave of more than twelve (12) weeks



shall be given preference for a similar administrative assignment (including building) which was held prior to a leave.

7. No salary or employee benefits shall be paid for the periods covered by a Child Care/Adoption Leave, nor shall experience be accrued or credited, except for the period during which the administrator was declared disabled (if applicable); however, if the period of disability was less than twelve (12) weeks, the administrator shall continue to receive group health insurance coverage for up to twelve weeks of Child Care/Adoption Leave minus the number of weeks of disability leave during the preceding twelve (12) months. An administrator on leave under this section for more than twelve weeks shall have the option of insurance coverage in the group health plan at his or her expense.

**D. Illness - Immediate Family**

An administrator shall be allowed a maximum of two (2) days absence per school year with full pay when such absence is necessitated by serious illness in the immediate family. The "immediate family" is hereby defined for purposes of this and other Sections of this Agreement to consist of mother, father, husband, wife, son, daughter, brother, sister, and all permanent members of the household.

**E. Death in Family**

An administrator shall be granted leave of absence with full pay as follows:

1. Not more than five (5) days in succession for death of relatives residing in the person's household, and the death of a father, mother, son, daughter, sister, or brother whose residence is elsewhere than in the administrator's home.
2. Not more than two (2) days for the death of a father-in-law, or mother-in-law whose residence is elsewhere than in the administrator's home.
3. Not more than one (1) day for the death of son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, grandfather and

grandmother whose residence is elsewhere than in the administrator's home.

4. When travel is involved in the leaves specified in subparagraphs 2 and 3 above, the superintendent may authorize an additional two- (2) days absence with full pay. Such authorization shall not be unreasonably withheld.

**F. Personal Days**

An administrator shall be allowed a maximum of two (2) Personal Days per year with full pay for which no explanation is necessary. As much prior notice as possible should be given to the superintendent in writing. Personal leave shall not be charged against any other paid leave days in the contract. An administrator who chooses not to use one or more of these personal days will be paid \$200 in 2006-2007, \$225 in 2007-2008, \$250 in 2008-2009 and \$300 in 2009-2010 for each unused personal day at the end of the school year.

Administrators need the Superintendent's approval to take personal leave before or after long weekends and/or vacations.

**G. Professional Days**

The superintendent may authorize absence with full pay when in the superintendent's judgment such absence will serve to benefit the District. Such requests shall be submitted to the superintendent. Such absences may be for reasons such as those listed below:

1. Visits to other classrooms and other schools.
2. Conferences involving other personnel from the City of Rye or other areas.
3. Attendance at conventions.

**H. Legal**

The superintendent shall authorize absence with full pay when an administrator is subpoenaed or otherwise required to appear in a judicial

or administrative proceeding, or is on jury duty. Except for jury duty, such paid leave shall not exceed two (2) days in any one school year.

**I. Weather**

The superintendent may authorize administrator absence with full pay for weather conditions so extreme that an administrator is unable to get to work.

**J. Miscellaneous**

The superintendent may authorize absence with full pay for reasons, which in the superintendent's judgment are beyond the control of the administrator or are otherwise justifiable. Regardless of circumstances, the total of such absences may not exceed two (2) days in one school year. Such absences may be for reasons such as the following:

1. Transactions involving legal instruments (deeds, mortgages, property titles, etc.).
2. Court Orders.
3. Graduations in the immediate family (see Paragraph C for definition of immediate family).

**K.** An Administrator shall be granted a one-year leave of absence without pay at the discretion of the Board of Education. A request for two or more years' leave may be allowed at the discretion of the Board. Except in special circumstances, all such leaves will begin on July 1, will be for a full school year, and must be requested on or before the May 1<sup>st</sup> prior to the leave.

## **ARTICLE X**

### **Conferences, Conventions and Councils**

**A.** Opportunities shall be provided for the development of increased competence for all administrators beyond which they may attain through their assigned duties. Toward this end, the superintendent shall provide administrators with opportunities in areas such as:

1. Visits to other classrooms and other schools.

2. Conferences involving other personnel from the City, County, State Region and Country.
  3. Membership on committees drawing personnel from such sources.
  4. Classes and workshops offered within the city.
- B. The Board shall reimburse staff for necessary expenses of attending such conferences and conventions.
- C. The school district budget will be sufficient to provide funds for each administrator to attend one major conference each year.

## **ARTICLE XI**

### **Professional Leave/Grant Program**

A Professional Leave/Grant Program will apply to Administrators. Any Professional Leave/Grant proposed that is professionally sound may be advanced to the superintendent for his/her analysis and ultimate recommendation to the Board. The Professional Leave/Grant Program, as provided for the Association, is EXHIBIT A of this contract.

### **Rye Administrators Association Sabbatical Leave Provision**

- One (1) year at full pay.
- For the pursuit of initial Ph.D. or Ed.D.
- Eligible after ten (10) years employment by the District.
- No obligation to return for a specified period of time.

## **ARTICLE XII**

### **Administrative Assignments and Transfers**

- A. Every reasonable effort shall be made (1) to give notice of assignments no later than the closing day of school in June and (2) to give notice of any change in schedule no later than August 10 annually.

- B. The following procedures shall apply to voluntary transfers and notification of openings in all positions.
1. Applications in writing shall be made to the superintendent to transfer building.
  2. All applications shall be submitted by April 1 for the following school year.
  3. For a vacancy which occurs following the close of school, the superintendent will notify the administrator at his/her summer address, which must be prefiled at the superintendent's office.
  4. Every reasonable effort will be made to give (30) days notice of all administrative openings in building administration and two (2) weeks notice for other openings.
- C. The Board declares its support of a policy of filling administrative positions from within its own staff, provided, however, that applicants from the staff offer professional qualifications which are at least equal to those of applicants who are not members of the staff. It is recognized, however, that the ultimate selection of applicants rests with the superintendent.
- D. Involuntary transfers will be kept to a minimum and will be made to serve the best interests of the students. Involuntary transfers will take place only after a conference has been held between the superintendent and the affected administrator.

## ARTICLE XIII

### Summer School, Federal and State Projects and Adult Education

- A. Under normal conditions, thirty (30) days' notice of administrative positions in summer school, extra pay jobs and other projects in the District will be given to all administrators.
- B. Similar notice will be given for potential adult education courses to be offered in the District.
- C. Association members will receive preference for administrative positions in such programs provided that they offer qualifications which are at least equal to those of applicants who are not members of the District's administrative staff.

## ARTICLE XIV

### Grievances

#### **A. Declaration of Policy**

In compliance with Article 16 of the General Municipal Law of 1962 and in order to establish a more harmonious and cooperative relationship between administrators and members of the Board which will enhance the educational program of the District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of administrators pursuant to established rules, regulations, and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

#### **B. Definitions**

- 1. "Administrator" shall mean any member of the bargaining unit responsible for or exercising any degree of supervision or authority.

2. "Chief Administrator" shall mean the superintendent.
3. "Representative" shall mean the person or persons designated by the aggrieved administrator as counsel or to act in his or her behalf.
4. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the contract which relate to or involve the administrator in the exercise of the duties assigned to the administrator.

**C. Basic Principles**

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An administrator shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraints, discrimination, or reprisal.
3. An administrator shall have the right to be represented at any stage of the procedures by a person or persons of the administrator's own choice; provided, however, that an administrator may not be represented by any employee organization other than the Association or by the agent or representative of any other employee organization. Further, the Association shall have the right to file grievances pursuant to these procedures.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential to the extent permitted by law.
6. It shall be the responsibility of the Chief Administrator to take such steps as may be necessary to give force and effect to these procedures. The Chief Administrator shall have the responsibility to consider promptly each grievance presented to the Chief Administrator and make a determination within the authority delegated to the Chief Administrator within the time specified in these procedures.

7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations, and policies which relate to or affect the administrator in the performance of the administrator's assignment.

They are not designed to be used for changing such rules or establishing new ones.

8. A grievance must be filed within 30 calendar days of the event or act giving rise thereto or shall be deemed waived and abandoned.
9. The Association shall not have the right to file a grievance. Only a member of the bargaining unit may file a grievance.

#### **D. Procedures**

##### **1. Informal Stage**

The aggrieved administrator shall orally present the administrator's grievance to the Chief Administrator who shall orally and informally discuss the grievance with the aggrieved administrator. The Chief Administrator shall render a determination to the aggrieved administrator within five (5) school days after the grievance has been presented to immediate supervisor. If such grievance is not satisfactorily resolved at this stage, the aggrieved administrator may proceed to the appropriate formal stage.

##### **2. Formal Stage**

- a) Within five (5) school days after a determination has been made or is due at the preceding stage, the aggrieved administrator may make a written request to the Chief Administrator for review and determination.
- b) The Chief Administrator shall immediately notify the aggrieved administrator to submit written statements to the Chief Administrator within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.



- c) If such is requested in the written statement of either party, pursuant to paragraph (b) above, the Chief Administrator shall notify all parties concerned in the cases of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) school days of receipt of the written statements pursuant to paragraph above.
- d) The Chief Administrator shall render a determination within five (5) school days after the written statements, pursuant to paragraph (b) above, have been presented except where legal interpretations are required from the State Education Department, or the Chief Administrator is out of town on official business. In such cases, the determination shall be made within three (3) school days after the legal opinion has been received, or the Chief Administrator returns.
- e) If the grievance is not satisfactorily resolved at this stage, the aggrieved administrator may proceed to the review stage.

**3. Review Stage**

The aggrieved administrator may, after final determination by the Chief Administrator, make a written request to the Board for review and determination. All written statements and records of the case shall be submitted to the President of the Board. The Board may hold a hearing to obtain further information regarding the case. The Board shall render a final decision within thirty (30) school days after receiving the request for review.

**4. Binding Arbitration Stage**

Within ten (10) school days after a final determination issued by the Board, the aggrieved administrator may request binding arbitration, but may do so only in those disputes that are limited solely to interpretation, application, or alleged violation of this Agreement. An arbitrator shall be selected by the Board and the Association under the rules of the

American Arbitration Association. Costs shall be shared equally by the Board and the Association.

## ARTICLE XV

### Administrators' Rights

Every administrator has the right upon request to review the contents of the administrator's personnel records, exclusive of confidential references prior to his/her employment. The administrator may be accompanied by a fellow administrator if the administrator so desires. Any document to be placed in an administrator's file, which has to do with administrator's performance or character, shall include the administrator's signature indicating his/her knowledge that said document is filed.

## ARTICLE XVI

### Protection of Professional Personnel

#### **A. Protection of Administrators**

1. An administrator shall be informed promptly of any complaints by parents, students, or organizations registered against the administrator if said complaint is to be filed in the administrator's permanent personnel record.
2. No written statement of a derogatory nature shall be placed in an administrator's permanent personnel record without the administrator's knowledge and opportunity to file a written statement in defense.

## ARTICLE XVII

### Other Personnel

All paraprofessionals, teacher aides and teaching assistants authorized for a building are assigned to the principal who allocates time as needed in keeping with District practices.

The principal or his designate has the final determination on the placement of substitutes.

Members of the Association are responsible for screening, interviewing, and recommending to the superintendent candidates for all teaching/professional positions.

## **ARTICLE XVIII**

### **Matters Not Covered**

- A. The Board will not rescind, amend, alter, or modify its written policies affecting salaries, hours, and working conditions of the members of the bargaining unit without first notifying the Association. Upon being so notified, the Association may request an opportunity to discuss the proposed action. If the parties are unable to agree, the matter shall be treated as a grievance, and may be presented for binding arbitration (pursuant to Article XV (D) (4)) to determine whether the change is justified under the circumstances.
  
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, unless otherwise specified herein, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waves the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

### **Possible Merger**

- A. No administrator shall be excessed during the term of this Agreement by reason of any cooperation, consolidation or merger of the District and any other School District, although administrators may be excessed for other reasons during this time.
  
- B. This Agreement will be binding on any successor School District for the duration of the Agreement.


## ARTICLE XIX

### **Duration & Negotiations For Succeeding Contract**

1. This Agreement constitutes the complete agreement between the parties.
2. Unless otherwise specified in this Article, this Agreement shall become effective July 1, 2006 and shall remain in full force and effect to and including June 30, 2010.
3. The Association shall specify all its proposals for the next contract (both budgetary and non-budgetary items) in writing and shall supply them to the Board on or before February 15, 2010. The Board shall specify all its proposals (both budgetary and non-budgetary items) on the same date.
4. Following the service of all proposals as aforesaid, the parties shall bargain in good faith in an attempt to resolve such differences as may exist between them with respect to those proposals.
5. If such differences are not resolved within three months after the start of negotiations, either party may declare in writing that an impasse exists and so inform PERB.
6. The Association's right to representation shall be governed by Article I and shall not be affected by this Article.

**EXECUTED IN RYE, NEW YORK**

**BOARD OF EDUCATION  
RYE CITY SCHOOL DISTRICT  
RYE, NEW YORK**

BY   
Superintendent of Schools

BY   
Rye Administrators Association

DATE July 19, 2006

## EXHIBIT A

### PROFESSIONAL LEAVES/GRANTS

On the recommendation of the superintendent, the Board may permit members of the administration staff to engage in professional development leaves and may provide grants for such study in accordance with the following terms and conditions:

1. Professional leaves/grants will be made available to administrators who have served a minimum of five (5) years of full-time duty and have earned tenure in the District.
2. Professional leaves/grants are to be used for intensive study, research, or projects directed at resolving critical and defined needs of the District. The leave is expected to enhance the professional status of an individual administrator as well.
3. Critical needs are to be defined and set forth annually by the Superintendent's Advisory Committee for Professional Development. The needs shall be developed on the basis of assessment data gathered system-wide by this Committee. Such data shall be gathered no later than the end of the school year proceeding the year in which leaves are to be granted.

The Superintendent's Advisory Committee for Professional Development is expected to review these needs early in September to determine their continued relevance before they are presented to the Board for approval. It is expected that the Board will approve these needs at a subsequent Board meeting in October.

4. Professional leaves may be granted for periods ranging from one month to one year, i.e., 12 months. A grant for a leave in excess of one semester or for a summer term, shall not exceed one half of the administrator's regularly scheduled salary for the current year calculated on a per diem basis for the workdays specified in the leave, as approved by the Superintendent's Advisory Committee for Professional Development, and as granted by the Board. A grant for a semester or less, not involving any portion of the

summer term, shall not exceed the administrator's regular salary for the workdays included in the leave. The basis for calculating an administrator's daily rate shall be 1/200 of the administrator's regularly scheduled salary for the current year. In no case shall a grant awarded to an individual during a contract period cause the individual's salary to exceed his or her regular annual salary.

5. An administrator's participation in the Professional Leave/Grant Program shall be contingent upon the availability of a fully qualified replacement. The superintendent shall have the responsibility to make such a determination. A professional leave/grant should not cause anything other than what might be classified as a "normal disruption" to the educational program.
6. An administrator who has received and completed a professional leave/grant must agree to return to service for a period equivalent to double the time granted from the date of completion of the leave. Upon return, the administrator will be restored to his or her former position if at all possible, or to one of comparable status.
7. While on leave, an administrator will retain all rights and privileges available to any other administrator on a leave of absence as defined in this contract, except that an individual on a professional leave shall be given salary step credit for the period of the leave.
8. An administrator who receives a professional grant shall submit periodic progress reports according to a pre-structured schedule as well as an end-of-project report to the Superintendent's Advisory Committee on Professional development. If such reports are not acceptable to the committee, the individual may be requested to appear before it to offer explanations related thereto.

If for some reason an administrator, after receiving a grant, changes his/her plans or discontinues a program, the administrator shall immediately inform the superintendent of such happenings. Such an administrator shall make arrangements for the repayment of any salary earned while on a portion of a professional leave. The administrator shall be assigned a priority substitute

position until another assignment becomes available prior to the end of the leave. The Board retains the right to waive this provision in cases where unforeseen circumstances such as illness create an unusual hardship.

9. Administrators, upon return from leaves, may be expected to assume with or without pay, depending on the nature and extent of the effort, leadership roles in conducting workshops, demonstrations, in-service activities, etc., for their colleagues.
10. Professional leaves/grants are not intended for use by administrators to satisfy requirements needed to maintain certification or employment.
11. The Board shall use the following formula to determine the maximum amount to be made available for professional grants:

Seventy-five percent of the median regular administrator salary (for each year).

The Board in its sole discretion may, however, establish a sum less than the product of the above calculation for professional grants if budget needs or restraints warrant it.

12. The procedures to be used applying for and in granting professional leaves is as follows:
  - a) After the second October Board of Education meeting, an announcement will be made to the professional staff setting forth the priority needs of the District and leave application procedures.
  - b) An administrator who desires to participate in the professional leave program shall develop a plan for study, etc., directed at the resolution of a priority need or problem.

The administrator's plan of action shall be submitted to the Building Advisory Committee (which shall be composed of the Principal and staff members selected or elected by the administrators) by the 1st of December.

- c) The Building Advisory Committee shall evaluate all such leave/grant requests submitted to them and shall forward to the Superintendent's Advisory Committee for Professional Development those projects which it feels warrant further consideration by the end of the first week following the Christmas vacation.
  - d) The Superintendent's Advisory Committee for Professional Development is to evaluate the projects submitted, seek clarification or revisions where necessary, establish priorities, and select those which it believes are worthy of implementation and funding. Once the selection is made, the superintendent is to make recommendations to the Board for approval. Recommendations will normally be submitted to the Board by the end of February.
  - e) The Board is expected to take action on such grants no later than the second April Board meeting.
13. With respect to matters not covered in this section, the policies and rules and regulations of the Board shall govern.



## ATTACHMENT 1

### 2002-2006 Salary Adjustments

2006-2007 – 3.6% plus quartile adjustment formula, as attached

2007-2008 – 3.6% plus quartile adjustment formula, as attached

2008-2009 – 3.6% plus quartile adjustment formula, as attached

2009-2010 – 3.6% plus quartile adjustment formula, as attached

## ATTACHMENT 2

### RYE CITY SCHOOL DISTRICT

#### Initial Salary

The Superintendent of Schools in determining the initial salary of a newly hired member of the Association will take into consideration the following factors:

1. Level of education.
2. Years of experience in positions with similar responsibilities.
3. Degree to which experience is in a district similar to the District.
4. Recent hiring trends relative to similar positions and responsibilities.

Initial placement shall be based on the salary range for the year of hire. New administrators will negotiate entry salary within range.

#### **Placement on the Salary Schedule**

Administrators whose initial placement is in the top one-third of the range will move to the top over three years [1/3, 1/2, top]. Administrators whose initial placement is in the second third of the range will move to the top of the range over five years 1/5, 1/4, 1/3, 1/2, top. Administrators whose initial placement is in the bottom third of the range will move to the top of the range over seven years [1/7, 1/6, 1/5, 1/4, 1/3, 1/2, top].

## **Withholding of Salary Adjustment**

Less than Satisfactory – The superintendent has the authority to withhold an administrator's annual salary adjustment [percent increase and quartile adjustment] for less than satisfactory performance. This would delay the administrator's progress toward maximum.

For administrators at the top of the range [maximum], the superintendent has the authority to withhold future annual salary increases [percent adjustment] for less than satisfactory performance.

The superintendent's action to deny an annual salary increase and quartile adjustment will not be grievable but can be appealed directly to the Board of Education.

An administrator must receive a "less than satisfactory" on at least two of the seven (7) criteria of the administrator standards of performance and be given one year's notice that if performance does not improve his/her salary adjustment [percent increase and quartile adjustment] will be withheld.

## **ATTACHMENT 3**

### **RYE CITY SCHOOL DISTRICT**

### **ADMINISTRATIVE PERFORMANCE REVIEW**

### **PLANS AND PROCEDURES**

The Board is interested in a comprehensive evaluation process.

Representatives of the RAA shall participate in the process of creating the evaluation and professional growth plan.

The purpose of the annual Administrative Performance Review for the District is the recognition, attainment and maintenance of high standards of professional performance. This assessment process is designed for the administrator and the evaluator to work together in an open, cooperative and constructive manner to improve the standard of leadership in the District.

The Administrative Performance Review is to be conducted annually by all persons who have responsibility for the evaluation of administrative personnel. This review takes into account standards of performance for administrators, leading to commendations and recommendations regarding overall performance. Performance reviews are to be conducted for:

- All probationary administrators by March 31 of each probationary year.
- All tenured administrators once every year by September 15.

A mid-year conference will be held between each administrator and the evaluator regarding progress relative to the previous year's performance review.

In the belief that self-evaluation is a positive step toward professional growth, annually, by March 1 for probationary administrators and by July 15 for tenured administrators:

1. Submission of a written response to each of the recommendations made with respect to the previous year's performance review is expected.
2. Written evidence in support of the achievement of each standard is invited.

The standards of performance for administrators includes criteria falling within each of the following headings:

- Leadership
- Supervision and Evaluation
- Program Development and Assessment
- Student Achievement and Well Being
- Communication and Public Relations
- Resource Management
- Professional Qualifies

**RYE ADMINISTRATORS ASSOCIATION**

**PROFESSIONAL GROWTH PLAN**

**PURPOSE**

A professional growth cycle for all tenured administrators of the Rye Administrators Association is essential in providing the knowledge and leadership skills necessary to promote the quality of the Rye Public Schools. Administrators need a collegial and supportive atmosphere in which to grow. Such a plan contributes to the enhancement of individual skills and potential.

The evaluation of the administrator is a process which acknowledges the need to grow professionally. The evaluation process will:

- provide a means of periodic assessment of performance.
- validate exceptional administrative practices and superior administrative performance.

**PROFESSIONAL GROWTH PLAN FOR MEMBERS**

*1. Regular Evaluation*

The administrative performance review will be implemented every year following the steps and procedures outlined in the Memorandum of Agreement between the Rye Principals Group and the Rye City Board of Education as found in Attachment #3. This performance appraisal will be guided by the standards of performance for administrators and will include an evaluation in the areas of:

- Leadership
- Supervision and Evaluation
- Program Development and Assessment
- Student Achievement and Well-Being

- Communication and Public Relations
- Resource Management
- Professional Qualities

Professional growth is expected of each administrator and those efforts may extend for one, two or three years, depending on the project and the agreement of the administrator and the superintendent. Both individual and collaborative projects are encouraged.

### *1. Collaborative Project*

A joint project may be selected by an administrator with the approval of the superintendent where a professional growth activity with another administrator(s) or teacher(s) is implemented.

The criteria to judge the applicability of a collaborative project is found below. In general, projects will deal with areas generally considered an important part of an administrator's role. Professional growth will occur as an administrator works on a project dealing with:

- student outcomes (achievement, responsibility, alternative assessment).
- instructional issues (curriculum, articulation, staff development).
- managerial issues (goals attainment, scheduling, modeling, budget).
- community relationships (parent support and communication, excellence team).

The project should contribute to the professional knowledge base of the administrator and/or increase his/her administrative skills. The goals and projected activities of the project need to be described in writing and shared with the review committee. A summative report indicating the degree of goal attainment is required by July 15 of the following year.

Types of collaborative projects may include, but are not limited to:

- Work with a faculty member in order to conduct team teaching in a classroom.
- Lead curriculum analysis with a department chair, coordinator, grade-level chairman, a committee or department.

- Work with a consultant in an area of mutual interest or expertise.
- Work on or towards a district school improvement objective with an administrator or teacher.
- Establish a relationship with a colleague in another school district and work on a joint project relevant to the needs of both districts or schools.
- Formulate and direct a collaborative study group.
- Conduct peer observations.
- Co-lead a project with another administrator.

## *2. Self-Directed or Individual Project*

An administrator may choose to work alone in order to grow in either one's professional knowledge base or administrative skills.

The categories in which an administrator may take on a self-directed or individual project include:

- The opportunity for the administrator to develop personal reflections where the beliefs and relevant experiences can be identified as professional growth.

*Or*

- The opportunity to assume responsibility for a project which enhances the individual skills of the principal.

*Or*

- The opportunity to assume new roles and responsibilities.

The goal of the project will be identified in writing and a summative report will be prepared by the administrator by July 15 of the subsequent year or a date agreed to by the administrator's supervisor.

Types of self-directed projects may include, but are not limited to:

- Course work or in-service opportunities.
- Professional writing or presentations at regional or national conferences.
- Independent study including research.
- Teaching an in-service course or a graduate level course.
- Developing programs for parents/community.



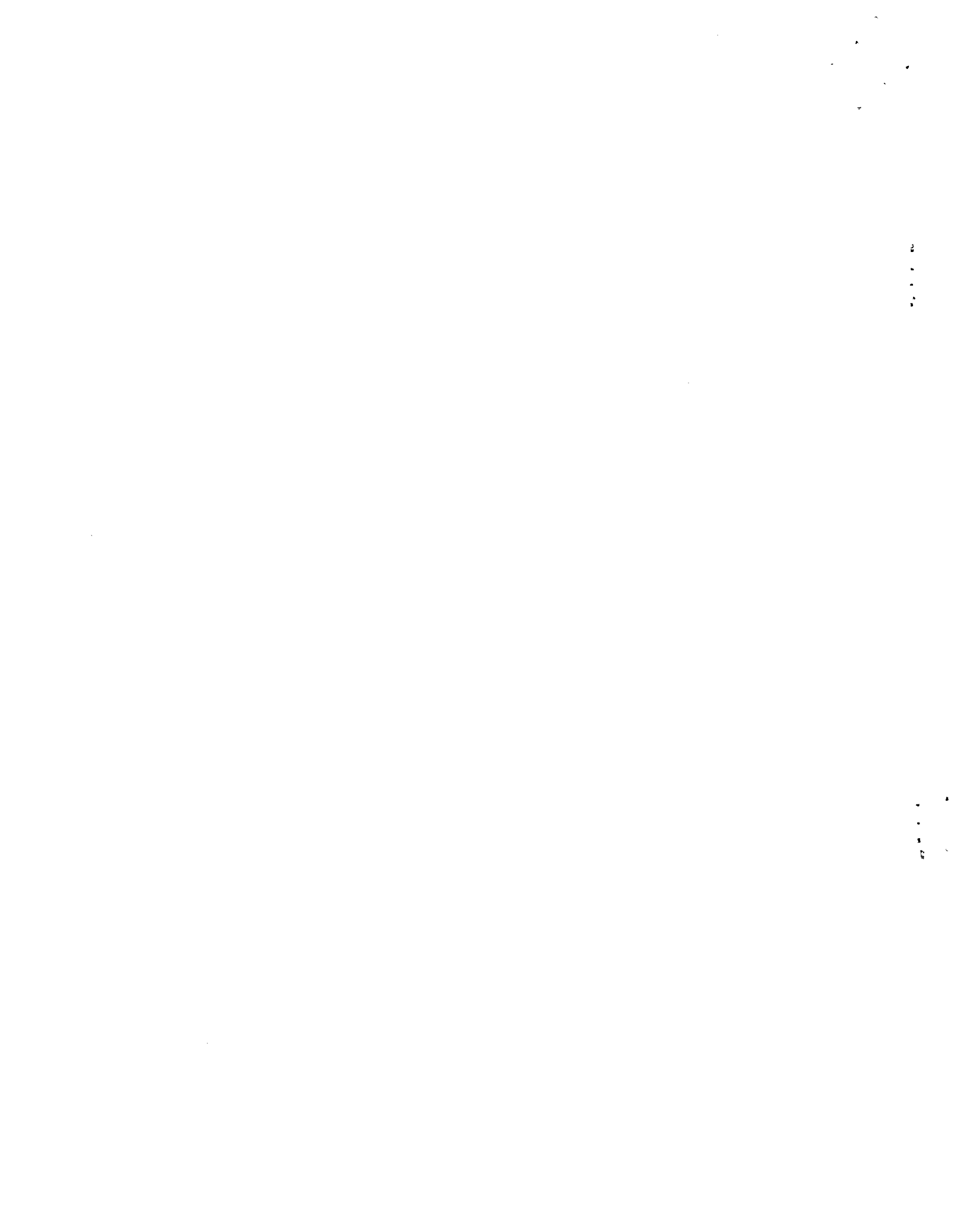
- Case studies.
- Classroom teaching.

July 2006  
RyeAdminContract

**THE RYE CITY SCHOOL DISTRICT**

**Rye Administrators' Association  
2006 - 2010 Quartile Adjustment Formula 3.6% Increases Per Annum**

Administrator Present Salary 2005-2006	Quartile Median of 4 <sup>th</sup> Quartile Median of All Districts (05 - 06)	2006 - 2007 Add 3.6% To Quartile Adjustments	2007-2008 Add 3.6% to Quartile Adjustments	2008-2009 Add 3.6 % To Quartile Adjustments	2009-2010 Add 3.6% To Quartile Adjustments
High School Principal \$150,810	\$156,869 \$146,109	\$164,458 \$155,121	\$170,378 \$160,705	\$176,512 \$166,490	\$182,866 \$172,484
Middle School Principal \$147,608	\$152,622 \$125,475	\$158,181 \$152,261	\$163,876 \$157,742	\$169,776 \$163,421	\$175,888 \$169,304
Elementary Principal \$127,428 \$135,259 \$142,982	\$147,519 \$122,419	\$151,601 \$144,482	\$157,059 \$149,683	\$162,713 \$155,072	\$168,571 \$160,655
High School Assistant Principal \$134,225 \$133,480	\$126,233 \$102,792	\$131,289 \$123,886	\$136,015 \$128,346	\$140,912 \$132,966	\$145,985 \$137,753
Middle School Assistant Principal \$133,481	\$110,224 \$91,591	\$133,868 \$121,911	\$138,687 \$126,300	\$143,680 \$130,847	\$148,422 \$135,557
Director of Athletics \$124,890	\$126,233 \$102,792	\$135,354 \$110,220	\$140,227 \$114,188	\$145,275 \$118,299	\$150,505 \$122,558
Director of Special Education \$134,168	\$137,801 \$119,000	\$154,627 \$140,821	\$160,194 \$145,891	\$165,961 \$151,143	\$171,936 \$156,584
Director of Curriculum \$122,500	\$135,000 \$102,000	\$138,322 \$109,371	\$143,302 \$113,308	\$148,461 \$117,387	\$153,806 \$121,612



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